



CONTRACT #2036

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**
One F.A. Orechio Drive
Wanaque, New Jersey 07465

Notice to Bidders,
Information for Bidders, Form of Bid,
Contract and Specifications for
Furnishing & Delivering
Liquid Non-Zinc Orthophosphate
to the North Jersey District Water Supply Commission

**LIQUID NON-ZINC ORTHOPHOSPHATE
FOR CALENDAR YEARS 2019 & 2020**

Charles P. Shotmeyer)
Chairman)
Howard L. Burrell)
Vice Chairman)
Alan S. Ashkinaze)
Jerome P. Amedeo)
Donald C. Kuser)
Robert C. Garofalo)

Commissioners
of the

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

Prepared
September 2018

ALL DOCUMENTS CONTAINED HEREIN SHALL BE CONSIDERED PART OF THIS CONTRACT

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NOTICE TO BIDDERS

The **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (the "Commission") proposes to purchase approximately **1500 TONS, MORE OR LESS, OF LIQUID NON-ZINC ORTHOPHOSPHATE**, for the two (2) year term of the Contract as specified, for use at its Water Filtration Plant located in the Borough of Wanaque, Passaic County, New Jersey.

The quantity stated herein is the best estimate available; however, it is approximate and the actual needs may vary. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate, without any additional compensation to the successful bidder in the event the actual quantity is less than the estimate. The unit prices quoted in the bid shall not change with the total quantity ordered during the term of the contract.

All bidders shall submit with the bid package, an analysis of the **LIQUID NON-ZINC ORTHOPHOSPHATE** proposed to be delivered under this Contract and a written affidavit, in the form attached hereto, attesting to the validity of the analysis.

Sealed bids for furnishing and delivering of the materials described herein will be received by the Commission and a contract awarded in accordance with the operational requirements of the Commission.

Sealed bids must be received before **1:30 PM on Friday, November 9, 2018** by the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** in its offices at One F.A. Orechio Drive, Wanaque, New Jersey 07465, at which point they will be publicly opened and read for:

CONTRACT #2036 – FURNISH & DELIVER LIQUID NON-ZINC ORTHOPHOSPHATE FOR CALENDAR YEARS 2019 & 2020

Bid Specifications may be obtained via e-mail, beginning Wednesday, October 3, 2018, by submitting a written request to the Commission's designated contact person, Sheryl Minerley, "acting" Contract Administrator, at sminerley@nidwsc.com. All bids must be submitted on the blank forms supplied by the Commission.

The Commission and/or its employees do not express or imply any statements regarding existing conditions beyond what may be stated herein.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and all other applicable statutes, laws or regulations concerning discrimination in employment of workers on public works projects. If awarded a contract your company/firm will be required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Bidders are required to submit a valid Business Registration Certificate from the State of New Jersey, Department of Treasury, Division of Revenue at the time of bid submission. Failure to submit proof of registration prior to the award of a contract shall be cause for rejection of the bid without further consideration.

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Sealed Bids: Each bid submission must be enclosed in a sealed envelope addressed to:

**North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465
Attention: Sheryl Minerley, "acting" Contract Administrator**

The information below must be clearly shown on the outside envelope of all bids:

CONTENTS - SEALED PUBLIC BID

**CONTRACT NUMBER & TITLE: #2036 FURNISH & DELIVER LIQUID NON-ZINC
ORTHOPHOSPHATE FOR CALENDAR
YEARS 2019 & 2020**

BID TIME AND DATE: 1:30 PM on FRIDAY, NOVEMBER 9, 2018

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A
SEALED BID IS CONTAINED THEREIN.**

The Commission will assume no responsibility for bids which are not properly labeled, whether delivered by the bidder or the bidder's representative, or sent by mail or courier service.

Bid Security: Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000) as a guarantee of execution of contract and the provision of performance security.

All bid securities, except the securities of the apparent three (3) lowest responsible bidders, will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the Contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

Surety's Consent: Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in an amount equal to ONE HUNDRED PERCENT (100%) of the contract price of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented. All bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

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Bidders are encouraged to visit the site prior to submitting their bid to determine the actual requirements and conditions required for delivery, and shall not at any time after the submission of the bid, dispute or complain of such statement or estimate of the Commission nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. Arrangements for site inspections may be made by calling, **PAUL KEARNEY, DIRECTOR OPERATIONS, at (973) 835-3600 extension 3351** between the hours of 7:00 am and 3:00 p.m., Monday through Friday. All individuals will be required to complete and sign an ***“Access Approval Form to Commission Facilities”***, as found in bid package, and submit information to our Security Dept, forty-eight (48) hours prior to their visit, to allow for the Department to review for completeness.

All Bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site and the project, which are necessary for an accurate bid. The Commission assumes no responsibility with respect to ascertaining for the Bidder the facts of these physical characteristics. The Bidder shall be held to be aware of the Commission’s requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

By order of the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION.**

CHARLES P. SHOTMEYER
Chairman

ATTEST: **KIM DIAMOND**
Commission Secretary

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Note: The use of the masculine herein shall include the feminine, and the use of the plural shall include the singular, and vice versa.

Form to be Used: All bids must be made on the blank form "Bid" attached hereto and in accordance with the directions on the form.

Bid in Words and Figures: The price shall be printed in ink in both words and figures. Any bid which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy or conflict, the price written in words will take precedence over the price written in figures, unit prices will take precedence over price extension, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the total bid price or alternate bid price.

Bids Not to be Withdrawn: No bid will be permitted to be withdrawn for any reason whatsoever after it has been submitted (except as permitted by N.J.S.A. 40A:11-23.3).

Contract Term: The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

Sealed Bids: Each bid submission must be enclosed in a sealed envelope addressed to:

**North Jersey District Water Supply Commission
One F.A. Orechio Drive
Wanaque, New Jersey 07465
Attention: Sheryl Minerley, "acting" Contract Administrator**

The information below must be clearly shown on the outside envelope of all bids:

CONTENTS - SEALED PUBLIC BID

**CONTRACT NUMBER & TITLE: #2036 FURNISH & DELIVER LIQUID NON-ZINC
ORTHOPHOSPHATE FOR CALENDAR
YEARS 2019 & 2020**

BID TIME AND DATE: 1:30 PM on FRIDAY, NOVEMBER 9, 2018

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A
SEALED BID IS CONTAINED THEREIN.**

The Commission will assume no responsibility for bids which are not properly labeled, whether delivered by the bidder or the bidder's representative or if sent by mail or courier service.

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Bid Security: Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000), as a guarantee of execution of contract and the provision of performance security.

All bid securities, except the securities of the apparent three (3) lowest responsible bidders will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

Default: In the case of the winning Bidder's default, the Commission shall apply said Bidder's bid security to the expenses incurred by the Commission in (i) rebidding the Contract and (ii) payment of any difference between the bid price and the price the Commission may be required to pay upon awarding this Contract to another Bidder.

Surety's Consent: Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in the amount of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented, as follows:

That upon the awarding of the said Contract to the person (or persons) making the bid, the said surety company (or surety companies) shall become surety, firstly, for the faithful performance of the said work, and secondly, for the protection of all persons performing labor, or furnishing labor or materials. Therefore, as required by law, said performance bond is to be in an amount equal to **ONE HUNDRED PERCENT (100%)** of the contract price.

All Bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

Payment and Performance Bond: The Contractor to whom the Contract is awarded shall give a bond for **ONE HUNDRED PERCENT (100%)** of the Contract price in satisfactory legal form of a surety company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey, and to be approved by the Commission for the faithful performance of all provisions of the contract relating to work included in these specifications, including the safeguarding against infringement of any or all patents; and said bond to be canceled upon the performance of the conditions therein specified and upon the payment for final delivery of material under these specifications. In addition this bond shall protect all persons furnishing materials or labor

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to the Contractor or any subcontractors for the completion of said Contract in accordance with the laws of the State of New Jersey, and shall be in such legal form as shall satisfy the requirements of N.J.S.A. 2A:44-143 to 2A:44-147, and amendments and supplements thereto, and shall not be canceled and returned until such time as the Commission determines that all liability to any and all persons protected by the condition of said bond has been met by the Contractor or person primarily liable for the payment thereof, or by the surety (or sureties) on said bond.

Corporate Acknowledgment: In the event that a Bidder is a corporation in which all offices are held by a ***single individual***, then any documents or instruments presented to the Commission in connection with bid shall be executed by said individual only as executive officer, and said officer's signature shall be authenticated and witnessed by a Notary Public licensed to act in such capacity under the laws of the State of New Jersey. This requirement shall apply only to those corporations satisfying the "single individual" criteria set forth above.

Compliance with All Laws: The successful Bidder will be required to keep itself informed and to comply with all Federal, State, County and Local laws, ordinances and regulations as such may apply.

Non-Collusion: Bidders are required to give their names together with the address of their places of business. If a Bidder is a corporate entity, then any affidavit submitted in conjunction with a bid for this Contract must be signed by a corporate officer. If the Commission discovers that a person or persons submitting a bid is interested, in any manner, in any other bid for the same piece of work, both bids shall be deemed nonconforming and shall be immediately rejected. This provision shall not prevent a party from quoting prices on materials or equipment to more than one bidder. Every bid to be conforming must be in all respects fair and without collusion or fraud and Bidders shall expressly represent that the Bidder is the only person interested in said bid; that it is made without any connection with any person submitting another bid for the same Contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Commission or any person in the employ of the Commission is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof. Bidders will be required to submit a fully executed Affidavit of Non-Collusion as part of the bid submission.

Balanced Bidding: Any bid which, in the opinion of the Commission, is unbalanced may be rejected.

Authorized to Reject Bids: The Commission reserves the right to abandon the bid process or reject all bids and re-advertise and award the Contract in the regular manner if, in its sole judgment, such action will best serve the interest of the Commission.

Time Within Which Contract is to be Executed: The successful Bidder shall execute a contract and give to the Commission the required security within seven (7) working days from the date that the contract has been awarded to him. Upon failure to do so, said Bidder will be considered as having abandoned this contract unless an extension is

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expressly authorized in writing by the Commission.

Buy American Acts: Any successful Bidder and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this Contract in accordance with N.J.S.A. 52:33-2 and 52:33-3 in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

Brand Name or Equivalent: Wherever a brand name is designated in the bid documents, it shall mean "brand name or equivalent." Bidders will be required to demonstrate, to the sole satisfaction of the Commission, that equivalent products are both compatible and effective.

Award of Contract: The Contract will be awarded to the lowest responsible and responsive bidder, who, in the judgment of the Commission, is qualified to do the work and is fully compliant with the technical specifications (See Attachment #1). The Commission reserves the right to reject any and all bids, and to waive minor or non-material bid defects.

Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G): This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act.

MATERIAL SAFETY DATA SHEETS ALSO MUST BE SUPPLIED AS IS REQUIRED BY LAW.

Interpretations and Addenda: No interpretations of the meanings of any portion of the bid documents will be made to any prospective Bidder orally. Every request for an interpretation or correction shall be in writing addressed to **SHERYL MINERLEY, "ACTING" CONTRACT ADMINISTRATOR, NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION, ONE F.A. ORECHIO DRIVE, WANAQUE, NEW JERSEY 07465.** Questions may be faxed to Sheryl Minerley at (973) 835-5706 or emailed to sminerley@njdwsc.com. Requests for interpretations received less than ten (10) business days prior to the date fixed for the opening of bids will be considered untimely, and, in the sole discretion of the Commission, may not be considered or responded to. Notice of interpretations or corrections and any supplemental instructions in the form of written addenda to the bid documents will be published in a legal newspaper, faxed and/or mailed to bidders at their respective addresses furnished for such purposes, certified, not later than seven (7) days (Saturdays, Sundays and Holidays excepted) prior to the date fixed for the opening of bids. The failure of any Bidder to receive any such addenda or interpretations shall not release said Bidder from any obligations under its bid as submitted. All addenda so issued shall become part of the bid documents (collectively,

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this Bid and any addenda or notice of interpretations or corrections and any supplemental written instructions issued by the Commission are referred to herein as the "Bid Documents"). Only the written interpretations, corrections, and addenda so given by **SHERYL MINERLEY, "ACTING" CONTRACT ADMINISTRATOR**, shall be binding, and the prospective Bidders are forewarned that no other officer, agent or employee of the Commission is authorized to give information concerning, or to explain or interpret, the bid documents.

Each Bidder is required to submit with its bid a completed "***Acknowledgment of Receipt of Changes to Bid Documents Form***", included with these Specifications. In the event no notices, revisions or addenda to the bid advertisement, Specifications or bid documents are received by the Bidder, the Bidder shall indicate "***none***" on that form, which must still be completed, acknowledged, signed and submitted with its bid. **Failure to submit "Acknowledgment of Receipt of Changes to Bid Documents Form" shall be deemed a material and non-waiveable defect, and shall be cause for rejection of the bid without further consideration.**

Affirmative Action:

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Successful Bidder will be required to submit evidence of appropriate affirmative action compliance to the Commission. Specifically, each bidder shall submit to the Commission, prior to execution of the Commission contract, one of the following documents:

- i. Letter of Federal Approval indicating that the bidder is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division of Contract Compliance and Equal Opportunity in Public Contracts established in the State of New Jersey Department of the Treasury (the "Division"). This approval is valid from one year of issuance; OR
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The bidder must provide a copy to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to the expiration date in order to remain valid; OR
- iii. The bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

Additionally, during the performance of this contract, the successful Bidder, or Contractor,

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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, 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 of 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. However, if a subcontractor has a total workforce of four (4) or fewer employees or if the Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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

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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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.

Patent Infringement: No specification or specifications provided to the Contractor shall constitute a warranty, express or implied, against any claims for infringement for patents, copyrights, or trademarks, and the Commission shall not be responsible to the Contractor, as indemnitor or otherwise, for or on account of any such claim or liability.

Contractor guarantees that the sale or use of its products will not infringe any United States or foreign patent, copyright, or trademark, and Contractor shall indemnify the Commission against all judgments, decrees, costs and expenses resulting from such alleged infringement, and covenants that Contractor will, upon request of the Commission and at the Contractor's own expense, defend, or assist in the defense of, any suit or action which may be brought against the Commission or those selling or using any product or service of the Commission by reason of any alleged infringement of any patents, copyrights, or trademarks in the sale or use of the Commission's products of services.

Delivery:

1. All deliveries shall be made to the following points of destination:
 - a. Newark Pompton Turnpike (NPT)
Wanaque Pump Station
Pompton Turnpike
Wayne, New Jersey 07470
(Storage capacity: 1 – 500 gallon tank – 400 gallons useable)
 - b. West Belt Pump Station
PAL Drive Extension
Wayne, New Jersey 07470

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(Storage capacity: 2 – 900 gallon tanks – 850 gallons useable)

- c. Union Boulevard (at PVWC WTP Site)
Site Chemical Addition Facility
2800 Union Boulevard
Wayne, New Jersey 07470
(Storage capacity: 2- 2700 gallon tanks – 2600 gallons useable)
2. Tank trucks shall be equipped with all fittings, hoses, pumps, compressors, tools and safety equipment for unloading of chemicals into Commission storage tanks. The Commission will not provide any equipment for unloading of chemicals by bulk delivery.

The Contractor must furnish and make continuous deliveries of the chemical in accordance with these specifications, both as to quality and quantity, it being understood that it is necessary for the Commission to have a continuous and uninterrupted supply of chemical to its treatment sites.

The Commission reserves the right to order partial deliveries throughout this contract period at the same contracted price as a fully delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Bids submitted with separate pricing for partial deliveries will be rejected.

The Contractor must select a shipper that can provide food grade quality equipment to transport product and make all arrangements for delivery. Tanks shall not contain any substance or residual material, which might impair the usefulness or safety of the chemical when used for treating potable water.

It is hereby agreed that the **LIQUID NON-ZINC ORTHOPHOSPHATE** shall be delivered within seventy-two (72) hours after notification by the Commission.

The vendor shall provide the proper trucks, lines, fittings, pumps, pneumatic systems, couplings, hoses, tools and safety equipment to accommodate the Commission's delivery systems and to eliminate any interruption in the chemical unloading process.

Tank trucks shall be rubber lined or made of stainless steel or other suitable material resistant to attack by the **LIQUID NON-ZINC ORTHOPHOSPHATE**. Tanks shall not contain any substance or residual material which might impair the usefulness or safety of the **LIQUID NON-ZINC ORTHOPHOSPHATE**, when used for treating potable water.

The LIQUID NON-ZINC ORTHOPHOSPHATE shall be delivered only on weekdays between 7:00 a.m. and 12:00 p.m. NO delivery will be accepted on a Saturday, Sunday or holiday, or beyond the hours stated unless prior approved by the Commission. The Commission reserves the right to order less than truckload

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quantities and/or to split deliveries between the three Wayne sites. Contractor must provide a complete certificate of analysis for each shipment.

The Commission reserves the right to order partial deliveries throughout this contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Partial deliveries will generally account for less than five (5) percent of all orders placed by the Commission for WTP deliveries and generally less than ten (10) percent for deliveries to other locations. Bids submitted with separate pricing for partial deliveries will be rejected.

Analysis to be Submitted: Bids *must* be accompanied by a Chemical and Physical Analysis of the **LIQUID NON-ZINC ORTHOPHOSPHATE** proposed to be delivered under this Contract and a written affidavit, in the form attached hereto, attesting to the validity of the analysis. A Material Safety Data Sheet (MSDS) must accompany bids. **Failure to submit the Chemical and Physical Analysis of the LIQUID NON-ZINC ORTHOPHOSPHATE shall be deemed a material and non-waiveable defect, and shall be cause for rejection of the bid without further consideration.**

FOR MORE INFORMATION ON THE ANALYSIS, PLEASE SEE ATTACHMENT #1 (TECHNICAL SPECIFICATION).

Cancellation: This Contract may be cancelled by the Commission for failure of Contractor to make prompt delivery, provided that such delay is not due to fires, strikes, embargoes, explosions, Governmental requisitions and/or other contingencies, which in the opinion of the Commission, are beyond the Contractor's control.

The Commission reserves the right to reject any or all bids, which may be informal or the acceptance of which in the judgment of the Commission may be detrimental to its interests.

This Contract may also be cancelled by the Commission for failure of Contractor to comply with the specifications of this Contract. The Commission reserves the right to periodically test the **LIQUID NON-ZINC ORTHOPHOSPHATE** supplied under this Contract to ensure continuous compliance with the specifications. Failure of the Contractor to comply with the specifications of this Contract at all times is grounds for immediate cancellation of this Contract by the Commission.

CAMPAIGN CONTRIBUTIONS AND EXPENDITURE REPORTING:

In order to safeguard the integrity of the Commission's procurement process, the Commission has imposed restrictions to insulate the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. The terms and conditions set forth in this section are material terms of any contract resulting from this Bid.

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INFORMATION FOR BIDDERS

a. Definitions. For the purposes of this section, the following shall be defined as follows:

(i) Contribution – means a contribution reportable by the recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act”, N.J.S.A.10:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than ten percent (10%) of the profits or assets of the Contractor or ten percent (10%) of the stock in the case of a contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if the Contractor is a natural person, that person’s spouse or child, residing in the same household.

b. Breach of Contract.

It shall be a breach of the terms of any contract for the Contractor to (i) make or solicit a contribution in violation of the terms of this section, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would subject that entity to the restrictions of this section; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this section.

c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any Contractor for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a

CONTRACT #2036

INFORMATION FOR BIDDERS

political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Bid, a Bidder shall report all contributions made by it during the preceding four (4) years to any political organization organized under 26 U.S.C.A. 527 of the Internal Revenue Code that also meet the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are included in this Bid Specification package (**Attachment #2**) and must be returned with a bidder's bid fully completed. Failure to submit the fully completed Certification and Disclosure(s) with a Bid may result in the rejection of the Bid, as well as preclude future contract opportunities.

(iii) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml> and shall be provided to the intended awardee with the Notice of Intent to Award.

d. Disclosure Review.

The Commission shall ensure that the completed Certification and Disclosure(s) submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the Successful Bidder, or by the Contractor during the term of the Contract are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the Contract under this solicitation, the Commission shall disqualify the Contractor from award of such Contract.

Business Registration Act:

A. Business Registration: All New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey, Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity

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INFORMATION FOR BIDDERS

or successor thereof.

- B. Proof of valid business registration with the State of New Jersey, Department of Treasury, Division of Revenue shall be submitted by the bidder in the form of a valid Business Registration Certificate at the time of submission of the bid. The Contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") The proof of business registration may be provided at the time the bid is officially received and opened by the contracting agency. **Failure to submit proof of registration prior to the award of a Contract shall be cause for rejection of the bid without further consideration.**
- C. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.
- D. Before final payment on the Contract is made by the Commission, 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.
- E. For the terms of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates, as defined in N.J.S.A. 52:32-44, shall collect and remit to the Director, New Jersey Division of Taxation, the use of tax due to 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 a contracting agency.
- F. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or N.J.S.A. 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.

CONTRACT #2036

BID

TO: THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

**FOR: CONTRACT #2036 – FURNISH & DELIVER LIQUID NON-ZINC
ORTHOPHOSPHATE FOR CALENDAR YEARS 2019 & 2020**

MADE THIS _____ DAY OF _____ 2018

BY: _____

ADDRESS: _____

Bidder's Declaration: The party above named, as bidder, declares that the only person or persons interested in this bid as principal or principals is or are named above, and that no other person than hereinabove named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a Bid for the same purposes; that the bid is in all respects fair and without collusion or fraud and that no officer or employee of the Commission is, shall be, or become, directly or indirectly, interested as contracting party, partner, stockholder, surety, or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof; that he has had an opportunity to examine the site of the work; that he has examined the form of Contract and Specifications therein referred to, and has read the Information for Bidders hereto attached; and he proposes and agrees, if this Bid be accepted, that he will contract in the form provided, to perform all the work and furnish all material(s) mentioned in said form of Contract and Specifications, and that he will accept in full payment therefore the following sum, to wit:

FOR FURNISHING AND DELIVERING APPROXIMATELY 1500 TONS, MORE OR LESS, OF LIQUID NON-ZINC ORTHO-PHOSPHATE, as specified, to the Wanaque Pump Station (NPT), West Belt Pump Station and/or Union Boulevard Chemical Addition Facility within seventy-two (72) hours after notification as required during combined calendar years 2019 & 2020 for the total price of _____ dollars and _____ cents (\$_____) per wet ton will be delivered at _____ % total phosphate.

THE LOWEST BID WILL BE DETERMINED BY THE COMMISSION ON THE BASIS OF COST OF TREATMENT PER MILLION GALLONS.

NOTE: The prices shall be typed or printed in ink in both words and figures. Any Bid which fails to name a price in words and in figures for each and every item, wherein quantities are given, may be held to be informal and may be rejected. In case of any discrepancy between the price written in words and that given in figures, the price written in words shall be considered as the bid. In case of error in extensions, the unit price shall be considered as the Bid.

CONTRACT #2036

BID

Quantity: The quantity stated herein is the best estimate available; however, it is an approximation and the actual amount requested by the Commission may differ from the 1500 ton estimate. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate. The Commission shall also have the right not to purchase any **LIQUID NON-ZINC ORTHOPHOSPHATE**. The unit price quoted in the bid shall not change with the total quantity ordered during the term of the Contract.

What the Price is to Cover: The price is to include and cover the furnishing and delivering of **LIQUID NON-ZINC ORTHOPHOSPHATE** called for by the Contract and Specifications, cost of bond(s) required, and all other expenditures incidental or necessary to the faithful performance of the Contract. The Contractor shall supply said **LIQUID NON-ZINC ORTHOPHOSPHATE** to the total satisfaction of the Commission at a price agreed upon and fixed by the terms of the Contract.

The Commission reserves the right to order partial deliveries throughout the Contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Partial deliveries will generally account for less than five (5) percent of all orders placed by the Commission for WTP deliveries and generally less than ten (10) percent for deliveries to other locations. Bids submitted with separate pricing for partial deliveries will be rejected.

Time within which Contract is to be Executed: The Successful Bidder shall execute a contract and give to the Commission the required security within seven (7) working days from the date that said contract has been awarded to him unless an extension is expressly authorized by the Commission in writing. Upon failure to do so, said Bidder will be considered as having abandoned the contract.

Bidder acknowledges that the Commission reserves the right to reject any or all Bids which may be non-responsive or the acceptance of which, in the sole judgment of the Commission, may be detrimental to its interests.

Contract Term: The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

SIGNATURES ON THE FOLLOWING PAGE

CONTRACT #2036

BID

Respectfully submitted,

BIDDER

AUTHORIZED SIGNATURE

WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

ATTEST: (CORPORATION)

SECRETARY

NOTE: AFFIX CORPORATE SEAL

CONTRACT #2036

CHEMICAL AFFIDAVIT

**CONTRACT #2036 – FURNISH & DELIVER LIQUID NON-ZINC ORTHOPHOSPHATE
FOR CALENDAR YEARS 2019 & 2020**

The undersigned, of full age, being duly sworn according to law, upon his oath, deposes and says, I hereby attest that the **LIQUID NON-ZINC ORTHOPHOSPHATE** to be furnish by _____ under this Contract to the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, shall be that which is described in the Chemical & Physical Analysis submitted with the Bid documents for this Contract, a copy of which is attached hereto.

(Signature)

(Typed Signature)

Subscribed and sworn to before me this _____ day

of _____, 20____.

Notary Public of the State of _____.

My Commission expires _____, _____.

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

CONTRACT #2036

NONCOLLUSION AFFIDAVIT

STATE OF }
S.S.:
COUNTY OF }

I _____ of the city of _____ in the
County of _____ and the State of _____ of full age, being
duly sworn according to the law on my oath depose and say that: I am the
_____ of the firm of _____

(Title)

the Bidder making the Bid for the above named project, and that I executed the said Bid with authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in the said Bid and in this Affidavit are true and correct, and made with full knowledge that the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** relies upon the truth of the statements contained in said Bid and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

NAME OF CONTRACTOR OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn
to before me this ___ day
of _____ 20__.

Notary Public of the State of _____.
My Commission expires _____, _____.

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

CONTRACT #2036

BIDDER DISCLOSURE STATEMENT

NOTE: IF YOU FAIL TO PROPERLY OR CLEARLY COMPLETE THIS BIDDER DISCLOSURE STATEMENT, OR IF YOU FAIL TO INCLUDE IT WITH YOUR BID, YOUR BID WILL BE REJECTED.

N.J.S.A. 52:25-24.2, requires that all corporate and partnership bidders for public contracts submit a list of names and addresses of all stockholders owning 10% or more of any class of their stock or 10% or more of the stock of a corporate bidder; or, in the case of partnership, the names and addresses of those partners owning 10% or greater interest in the partnership. Furthermore, the Commission requires a statement from all bidders which, regardless of business form, must likewise indicate all principals of the bidder.

Therefore, this Bidder Disclosure Statement must be fully and accurately completed. If no entity or person owns 10% or more of any class of stock of your corporation, or of an interest in your partnership or other business entity, write the word "**NONE**" below and execute this document as indicated.

I. BUSINESS FORM:

INDICATE THE BUSINESS FORM BY PLACING AN "X" IN THE APPROPRIATE SPACE:

{ } CORPORATION
{ } PARTNERSHIP
{ } OTHER, SPECIFY _____

II. PRINCIPALS:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1. _____			
2. _____			
3. _____			
4. _____			

If one or more of the owners of the bidder is itself a corporation, partnership or other business entity, then for that owner, you must set forth the name, home address, title and percentage of ownership of every person who is an owner of 10% or more of that corporation, partnership or other business entity.

CONTRACT #2036

BIDDER DISCLOSURE STATEMENT

	<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

ATTEST (FOR CORPORATION)

BY: _____

NAME: _____

TITLE: _____

WITNESS (FOR PARTNERSHIP OR OTHER BUSINESS ENTITY)

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

NOTE: IF THE BIDDER IS A CORPORATION, THE CORPORATION'S CORPORATE SEAL MUST BE AFFIXED.

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CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, THAT _____,
a corporation of the State of _____ having its principal office at _____
_____ being (a) surety
company(ies) qualified to do business in the State of New Jersey, in consideration of the
premises, and of one dollar to it (them) in hand paid by the Commission, and of other good
and valuable consideration the receipt whereof is hereby acknowledged, do(es) consent
and agree, that if the Contract for which the preceding bid is made be awarded to the
person or persons making the same; it (they) will, upon award of such Contract, become
surety, first, for the full and faithful performance of said work, and, secondly, for the
protection of all persons in the performance of said Contract in the form required by
N.J.S.A. 2A:44-143 to 2A:44-147 and the amendments thereof and supplements thereto;
the performance bond and the labor, material and supply obligations each to be
conditioned so as to indemnify the Commission against loss due to the failure of the
Contractor to meet the stipulations of the respective bonds; said bond to be in the amount
of 100% of the Contract price.

IN WITNESS WHEREOF, the said _____ has
(have) caused its (their) corporate seal(s) to be hereto affixed and these presents to be
signed by its (their) _____ and attested to by its
(their) _____ this _____ day of
Two Thousand and Eighteen.

Corporate Seal

By: _____

(as Surety)

ATTEST:

**THE CONSENT OF SURETY FORM ABOVE CONTAINS THE LANGUAGE THE COMMISSION FINDS
ACCEPTABLE.**

**WE SUGGEST THE ABOVE BE COMPLETED BY YOUR SURETY COMPANY(IES) AND SUBMITTED
WITH YOUR BID IN LIEU OF SUBMITTING THE SURETY'S OWN FORM.**

**BY DOING THIS, YOU REDUCE THE RISK OF YOUR BID BEING REJECTED FOR HAVING
SUBMITTED A CONSENT OF SURETY WHICH CONTAINS INCORRECT AND UNSATISFACTORY
LANGUAGE.**

**NOTE: THE INDIVIDUAL EXECUTING THE SURETY CONSENT ON BEHALF OF THE SURETY
MUST SUPPLY WITH THE CONSENT, WRITTEN EVIDENCE THAT HE OR SHE IS
AUTHORIZED TO BIND THE SURETY AS OF THE DATE OF THE EXECUTION OF THE
CONSENT.**

CONTRACT #2036

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES
TO BID DOCUMENTS FORM**

(Name of Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

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 Commission's record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid may be subject for rejection of the Bid. In the event that no notices, revisions or addenda to the bid advertisement, specifications or bid documents are received by the Bidder, the Bidder must indicate "**none**" in the space below. ***Failure to submit "Acknowledgment of Receipt of Changes to Bid Documents Form" shall be deemed a material and non-waiveable defect, and shall be cause for rejection of the Bid without further consideration.***

Commission's Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT #2036

SAFETY TRAINING ACKNOWLEDGMENT

(Name of Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

The undersigned Bidder hereby acknowledges that he/she is familiar with the safety requirements and delivery procedures for this project and agrees to abide by same. All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. The Contractor shall meet with the Commission's Safety Department to go through a short safety orientation.

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT #2036

SECURITY MEASURES ACKNOWLEDGMENT

(Name of Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

The undersigned Bidder hereby acknowledges that he/she is familiar with the Commission's security requirements for this project and agrees to abide by same. The Contractor shall be responsible for insuring that all subcontractors for this project abide by these security measures as well.

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT #2036

EXPERIENCE STATEMENT

TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

We hereby certify that we have provided the product(s) listed below to the satisfaction of the Governing Bodies or Public Entities listed below. We further certify that we have never defaulted under any contract with a Municipality, County, or State, or any other Public Entity.

Note: Include no less than three (3) references.

Give name of Public Entity or Unit of Government, nature of work, amount of work performed, when completed, and name and telephone number of party in charge of work.

WITNESS

NAME OF COMPANY

ADDRESS

DATE

BY: _____
SIGNATURE

PRINT NAME AND TITLE



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ACCESS APPROVAL FORM TO COMMISSION FACILITIES
COMPLETE ALL SECTIONS
PLEASE PRINT LEGIBLY

- 1. Name of Individual Entering Premises:
a. Company Name:
b. Date of Arrival:
c. Time of Arrival:
d. Estimated Time of Departure:
2. a. Meeting: Commission Business: () Yes () No
Meeting Scheduled With:
Visiting which Commission Facility:
b. Delivery: () Routine -or- () Special
Purpose of Delivery:
Contact Person:
3. Package Type: Quantity:
4. Bill of Lading (Attach Copy)
Hazardous Materials () (Attach MSDS Sheets)
Other Materials Delivered or Transported to Commission Property (List Below):
5. Vehicle Make: Year: Color: Lic. Plate #
6. Emergency Contact Number of Your Firm: Name:
Tele #
Fax #
7. Authorized Signature: (Your Company)
Name (Print)
Title: Date:

Email Completed Form, along with Clear Photo ID/ Copy of all persons entering Commission Facilities and any Bill of Lading or MSDS Sheets to: security@njdwsc.com - 48 hrs. prior to arrival.

Approved by Commission: Date:

Comments:

CONTRACT #2036

BID CHECKLIST

ALL ITEMS LISTED BELOW MUST ACCOMPANY THIS BID UNLESS OTHERWISE INDICATED. PLEASE CHECK ALL ITEMS BEFORE SUBMITTING:

A) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THESE ITEMS BELOW WILL RESULT IN A MANDATORY REJECTION OF THE BID.

- ___ (1) SECURITY IN THE FORM OF:
 - ___ A BID BOND IN AN AMOUNT EQUAL TO 10% OF THE TOTAL AMOUNT OF THIS BID, NOT TO EXCEED \$20,000.
 - OR
 - ___ A CERTIFIED CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
 - OR
 - ___ A CASHIER'S CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
- ___ (2) SURETY COMPANY CONSENT (IN ADDITION TO SECURITY IN ITEM #1 ABOVE).
- ___ (3) BIDDER DISCLOSURE STATEMENT
- ___ (4) ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS
- ___ (5) CHEMICAL AFFIDAVIT TO BE SUBMITTED IN THE FORM SET FORTH HEREIN (CHEMICAL ANALYSIS & CERTIFICATION)
- ___ (6) MATERIAL SAFETY DATA SHEETS

B) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THE ITEMS BELOW MAY RESULT IN A REJECTION OF THE BID.

- ___ (1) BUSINESS REGISTRATION CERTIFICATE FOR CONTRACTOR OR ANY SUBCONTRACTORS
- ___ (2) NONCOLLUSION AFFIDAVIT
- ___ (3) SAFETY TRAINING ACKNOWLEDGMENT
- ___ (4) SECURITY MEASURES ACKNOWLEDGMENT
- ___ (5) COMPLETED CONTRIBUTION CERTIFICATION AND DISCLOSURE(S) (ATTACHMENT #2)
- ___ (6) EXPERIENCE STATEMENT

(CONTRACTOR)

BY: _____
SIGNATURE

PRINT NAME AND TITLE

CONTRACT #2036

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
WANAQUE, NEW JERSEY**

THIS AGREEMENT, made and entered into on the date set forth herein by and between the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, party of the first part, hereinafter designated as the Commission and _____ party of the second part, hereinafter designated as the Contractor.

COVENANTS: WITNESSETH, that the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for heirs, executors and administrators, or successors and assigns, as follows:

PRICE FOR WORK: In consideration of the mutual agreements contained herein, Contractor hereby agrees to sell and deliver to the Commission and the Commission agrees to purchase and receive from Contractor **LIQUID NON-ZINC ORTHOPHOSPHATE**, as required, as follows:

FOR FURNISHING AND DELIVERING APPROXIMATELY 1500 TONS, MORE OR LESS, OF LIQUID NON-ZINC ORTHOPHOSPHATE, as specified, to the Wanaque Pump Station (NPT), West Belt Pump Station and/or Union Boulevard Chemical Addition Facility within seventy-two (72) hours after notification as required during combined calendar years 2019 & 2020 for the total price of _____ dollars and _____ cents (\$_____) per wet ton will be delivered at _____ % total phosphate.

THE LOWEST BID WILL BE DETERMINED BY THE COMMISSION ON THE BASIS OF COST OF TREATMENT PER MILLION GALLONS.

Quantity: The quantity stated herein is the best estimate available; however, it is approximate and the actual needs may vary. The Commission, therefore, reserves the right to purchase the quantity it requires which may be more or less than the estimate. The Commission shall also have the right not to purchase any **LIQUID NON-ZINC ORTHOPHOSPHATE**. The unit prices quoted in the bid shall not change with the total quantity ordered during the term of the Contract.

What the Price is to Cover: The price is to include and cover the furnishing and delivering of **LIQUID NON-ZINC ORTHOPHOSPHATE** called for by the Contract and Specifications, cost of bond(s) required, and all other expenditures incidental or necessary to the faithful performance of the Contract. The Contractor shall supply said **LIQUID NON-ZINC ORTHOPHOSPHATE** to the total satisfaction of the Commission at a price agreed upon and fixed by the terms of the Contract.

The Commission reserves the right to order partial deliveries throughout the Contract period at the same contracted price as a full delivery. It is the Commission's intent to order

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only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Partial deliveries will generally account for less than five (5) percent of all order placed by the Commission for WTP deliveries and generally less than ten (10) percent for deliveries to other locations. Bid submitted with separate pricing for partial deliveries will be rejected.

Delivery:

1. All deliveries shall be made to the following points of destination:
 - a. Newark Pompton Turnpike (NPT)
Wanaque Pump Station
Pompton Turnpike
Wayne, New Jersey 07470
(Storage capacity: 1 – 500 gallon tank – 400 gallons useable)
 - b. West Belt Pump Station
PAL Drive Extension
Wayne, New Jersey 07470
(Storage capacity: 2 – 900 gallon tanks – 850 gallons useable)
 - c. Union Boulevard (at PVWC WTP Site)
Site Chemical Addition Facility
2800 Union Boulevard
Wayne, New Jersey 07470
(Storage capacity: 2- 2700 gallon tanks – 2600 gallons useable)
2. Tank trucks shall be equipped with all fittings, hoses, pumps, compressors, tools and safety equipment for unloading of chemicals into Commission storage tanks. The Commission will not provide any equipment for unloading of chemicals by bulk delivery.

The Contractor must furnish and make continuous deliveries of the chemical in accordance with these specifications, both as to quality and quantity, it being understood that it is necessary for the Commission to have a continuous and uninterrupted supply of chemical to its treatment sites.

The Commission reserves the right to order partial deliveries throughout this contract period at the same contracted price as a fully delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Bids submitted with separate pricing for partial deliveries will be rejected.

The Contractor must select a shipper that can provide food grade quality equipment to transport product and make all arrangements for delivery. Tanks shall not contain any substance or residual material, which might impair the usefulness or safety of the chemical when used for treating potable water.

CONTRACT #2036

It is hereby agreed that the **LIQUID NON-ZINC ORTHOPHOSPHATE** shall be delivered within seventy-two (72) hours after notification by the Commission.

The vendor shall provide the proper trucks, lines, fittings, pumps, pneumatic systems, couplings, hoses, tools and safety equipment to accommodate the Commission's delivery systems and to eliminate any interruption in the chemical unloading process.

Tank trucks shall be rubber lined or made of stainless steel or other suitable material resistant to attack by the **LIQUID NON-ZINC ORTHOPHOSPHATE**. Tanks shall not contain any substance or residual material which might impair the usefulness or safety of the **LIQUID NON-ZINC ORTHOPHOSPHATE**, when used for treating potable water.

It is estimated that the annual usage of corrosion inhibitor will conform to the quantities listed herein. However, this quantity may be increased or decreased according to the requirements as may be determined by the Commission. Only such quantities of product as required and ordered by the Commission and delivered by the Contractor shall be paid for, which greater or less than the estimated quantities.

The LIQUID NON-ZINC ORTHOPHOSPHATE shall be delivered only on weekdays between 7:00 a.m. and 12:00 p.m. Emergency deliveries may be required on a Saturday, Sunday, holiday or beyond the hours stated. Emergency deliveries shall only be determined by Commission Staff. Contractor must provide a complete certificate of analysis for each shipment.

FOR MORE INFORMATION ON DELIVERY, PLEASE SEE ATTACHMENT #1 (TECHNICAL SPECIFICATIONS).

Contract Term: The initial term anticipated for this Contract is two (2) years. However, the Commission reserves the right to renew the Agreement, at its sole discretion, for up to two (2) consecutive, one (1) year terms, under the same conditions of the original Contract.

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Article I - DEFINITIONS:

Commission: the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, (the "Commission") Wanaque, New Jersey; the party of the first part to this Contract.

Contractor: the party of the second part to this Contract.

Contract: the Agreement covering the performance of the project and payments therefore, including the general conditions, specifications, the Contractor's bid, any addenda or notice of interpretations or corrections and any supplemental written instructions issued by the Commission, and any and all drawings, sheets, forms or documents attached hereto.

Specifications: means the initial Technical Specifications attached hereto as Attachment #1 and incorporated herein by reference.

Article II - REVIEW BY COMMISSION:

Notwithstanding anything herein contained, the Contractor shall have the right to appeal to the Commission, in accordance with Article XIX, concerning any matter in dispute and the Commission's decision on such appeal shall be final.

Article III - CHANGES:

- A. Notwithstanding anything herein contained, no departure from or substitution, change or alteration in the terms, provisions or requirements of this Contract and the specifications thereof, shall be made without the prior order of the Commission as duly executed by its Chairman. Approval to substitute any item or items in the specifications must be obtained from the Commission in writing. The Commission shall approve or disapprove equivalence.

- B. Authorization for any additional work or materials (extras) requiring compensation not provided for in this Contract, or change orders, must be obtained in writing from the Commission. The Commission will not compensate the Contractor for additional services or materials obtained as a result of verbal agreements or conversations with any Commission employee.

Article IV - CONTRACTOR'S INSURANCE REQUIREMENTS:

The Contractor shall not make any deliveries under this Contract until he has obtained all insurance coverages as required herein. Such insurance must be provided by a company or companies authorized to do business and qualified to engage in the insurance business in the State of New Jersey and approved by the Commission.

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The Contractor shall not allow any subcontractor to make any deliveries under this Contract until all similar insurance requirements of the subcontractor have been obtained and approved.

Prior to making any deliveries, the Contractor shall furnish the Commission with current certificates of insurance for all coverages required and such certificates shall contain the following provision:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days prior written notice to the Certificate Holder named.”

- A. **Indemnification**: The Contractor shall indemnify and hold harmless the Commission, its officers, directors, agents and servants from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from or as a result of any damage or injury to persons and/or property arising from or caused by, in whole or part, directly or indirectly, the Contractor, his agents, servants, independent contractors or subcontractors, in any manner, whether by negligence or otherwise.
- B. **Worker's Compensation Insurance**: The Contractor shall secure and maintain during the life of this contract Worker's Compensation Insurance for all of his employees and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees. Said policy or policies shall include Employer's Liability Protection with a limit of not less than \$500,000.
- C. **Public Liability and Property Damage Insurance**: The Contractor shall secure and maintain during the life of the Contract Comprehensive General Liability Insurance as will protect him, the Commission and his agents from claims for damages of bodily injury, including accidental death, as well as for claims of property damage which may arise from any act, omission or operations under this Contract, whether by the Contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them.

The policy shall be written to include Contractual Liability and Products Liability Insurance.

The limits of liability shall not be less than one million (\$1,000,000) dollars per occurrence for Bodily Injury Liability and one million (\$1,000,000) dollars per occurrence for Property Damage Liability.

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- D. **Comprehensive Automobile Liability:** This insurance shall be written in a comprehensive form and shall comply with N.J.S.A. 39:6B-1 et seq. and all local regulations and case law with regard to the scope and effect of the New Jersey Compulsory Motor Vehicle Insurance Statute; and shall provide coverage for protection against all claims for injury to any and all persons and damage to property arising from the maintenance, use or operation of any owned or non-owned vehicle used in, or in connection with, the performance of this contract.

The limits of liability shall not be less than one million (\$1,000,000) dollars for Bodily Injury Liability and one million (\$1,000,000) dollars per occurrence for Property Damage Liability.

- E. **Environmental Impairment Liability:** The Contractor shall secure and maintain during the life of the Contract Environmental Impairment Liability Insurance as will protect him, the Commission and his agents from claims for damages or injuries to the environment or natural resources or both, which may arise from any act, omission or operations under this Contract, whether by the Contractor, or his Subcontractors.

The limits of liability shall not be less than one million (\$1,000,000) dollars per occurrence.

- F. **Umbrella Policy:** The Contractor shall secure and maintain during the life of this contract Umbrella Liability Insurance as will protect him, the Commission and his agents from claims for damages of bodily injury, including accidental death, as well as for claims of property damage which may arise from any act, omission or operations under this Contract, whether by the Contractor, or his Subcontractors.

The limits of liability shall not be less than one million (\$1,000,000) dollars per occurrence for Bodily Injury Liability and one million (\$1,000,000) dollars per occurrence for Property Damage Liability in excess of the limits of the other liability policies.

- G. The Public Liability, Property Damage and Automobile policies must insure the Commission as an additional insured and Contractor shall cause the insurer to issue certificates of insurance to the Commission. The Comprehensive General Liability policy of insurance naming the Commission as an additional insured should be per the standard ISO endorsement forms CG 2010 for ongoing operations and CG 2037 for products/completed operations or form CG 2026 or their equivalent.

- H. **Primary and Non-Contributory Insurance; Waiver of Subrogation:** All policies of insurance to be provided by the Contractor shall be primary and non-contributory, and shall be subject to approval by the Commission as to company, form and coverage. The Contractor shall waive all subrogation rights against the Commission and such waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance

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premium directly or indirectly, and whether or not the person or entity had an insurance interest in the property damaged.

Article V - LAWS, REGULATIONS AND PERMITS:

- A. The Contractor shall keep itself fully informed of all laws, ordinances and regulations or decrees which in any manner would affect persons or materials in any way used, engaged or employed in the work or which affect the conduct of the work.

If any discrepancy or inconsistency should be discovered in this Contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order of decree, the Contractor shall forthwith report the same in writing to the Commission.

- B. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe orders and decrees, and shall protect, indemnify and save harmless the Commission and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees or agents.
- C. Permits and/or licenses of a temporary nature which are necessary for the prosecution of the work shall be secured and paid for by the Contractor prior to commencement of such work as would require permits and/or licenses.

Article VI - ASSIGNMENT:

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, as a whole; or his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Commission endorsed herein or hereto attached; and it shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract, unless by and with the like consent signified in like manner.
- B. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of its right, title or interest therein, or any of the monies to become due hereunder, this Contract may, at the option of the Commission, be revoked and annulled, and the Commission shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to its assignee or transferee; and the Commission shall be in no way be deprived of or restricted in its right to sue for and recover damages for any breach of this Contract.

Article VII - PATENTS:

The Contractor shall hold itself responsible for claims made against the Commission for infringement of patents by the use of patented articles in the construction and completion

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of the work, or in any process connected with the work agreed to be performed under this Contract or with the materials used upon the said work, and shall indemnify and save harmless the Commission for all costs, expenses and damages which the Commission shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work, including attorney's fees.

Article VIII - PAYMENTS:

Payment will be made within sixty (60) days of delivery and acceptance of **LIQUID NON-ZINC ORTHOPHOSPHATE** by the Commission upon Contractor's compliance with the Commission's regular accounting practices and procedures.

Article IX - TERMINATION OF LIABILITY:

Upon acceptance by the Contractor, or his authorized agents, of the final payment under the provisions of this Contract, the project shall be considered completed and the Contractor shall have no further interest or claim whatever against the Commission or any of its officers or agents, except for amounts kept or retained or otherwise specifically provided for herein.

Article X - STATUTORY COMPLIANCE:

The Contractor is required to comply with all applicable laws, regulations and ordinances.

Article XI - BUY AMERICAN ACTS:

The Contractor and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this contract in accordance with N.J.S.A. 52:33-2 and 52:33-3, in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

Article XII - AFFIRMATIVE ACTION:

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Successful Bidder will be required to submit evidence of appropriate affirmative action compliance to the Commission. Specifically, each bidder shall submit to the Commission, prior to execution of the Commission contract, one of the following documents:

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- i. Letter of Federal Approval indicating that the bidder is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division of Contract Compliance and Equal Opportunity in Public Contracts established in the State of New Jersey Department of the Treasury (the "Division"). This approval is valid from one year of issuance; OR
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The bidder must provide a copy to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to the expiration date in order to remain valid; OR
- iii. The bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

Additionally, during the performance of this contract, the successful Bidder, or 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, 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;

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The Contractor or subcontractor, where applicable, will send to each labor union or representative of 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. However, if a subcontractor has a total workforce of four (4) or fewer employees or if the Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.

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Article XIII - WORKER AND COMMUNITY RIGHT-TO-KNOW ACT (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G):

This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act.

MATERIAL SAFETY DATA SHEETS ALSO MUST BE SUPPLIED AS IS REQUIRED BY LAW.

Article XIV - SAFETY:

All equipment and work methods utilized in this contract shall comply with O.S.H.A. and any other applicable local, State and Federal safety standards and regulations.

Article XV – TAX EXEMPTION:

Purchases made by the Commission are exempt from payment of state sales taxes, and such tax shall not be included in the bid price.

Article XVI – GUARANTEE:

The Contractor guarantees that the **NON-ZINC ORTHOPHOSPHATE** to be furnished will be free from all defects and flaws of any kind. In the event that the Commission determines, in its sole discretion, that the Contractor has supplied defective or flawed **NON-ZINC ORTHOPHOSPHATE**, then the Contractor shall remove the defective or **ZON-ZINC ORTHOPHOSPHATE** from the Commission's property and, at the request of the Commission, shall provide replacement **NON-ZINC ORTHOPHOSPHATE** in adherence to the technical specifications of the Contract at no additional cost. The foregoing paragraph does not abrogate the Commission's right or ability to cancel the Contract in lieu of requesting replacement **NON-ZINC ORTHOPHOSPHATE**.

Article XVII – CANCELLATION:

This Contract may be canceled by the Commission for failure of Contractor to make prompt delivery, provided that such delay is not due to fires, strikes, embargoes, explosions, Governmental requisitions and/or other contingencies, which in the opinion of the Commission, are beyond the Contractor's control.

This Contract may also be cancelled by the Commission for failure of Contractor to comply with the specifications of this Contract. The Commission reserves the right to periodically test the **LIQUID NON-ZINC ORTHOPHOSPHATE** supplied under this Contract to ensure continuous compliance with the specifications. Failure of the Contractor to comply with the specifications of this Contract at all times is grounds for immediate cancellation of this Contract by the Commission.

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Article XVIII – DEFAULT:

Upon the Contractor's default, the Commission, at its option, may purchase the quantities required by it in the open market without formal advertisement for bids, and the Contractor shall be liable for all damages and costs incurred by the Commission in such an event.

Article XIX – DISPUTE RESOLUTION:

A. **NOTICE** – Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the Contractor to the Commission's Executive Director promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. Notice of the amount or extent of the claim, dispute, or other matter with supporting data shall be delivered to the Commission's Executive Director within sixty (60) days after the start of such event (unless the Executive Director allows additional time to submit additional or more accurate data in support of such Claim, dispute, or other matter). Any claim for an adjustment in Contract Price and/or Contract Time shall be prepared in accordance with the provisions of an official change order or contract amendment approved by the Board of Commissioners. Each Claim shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. The Commission will respond to the Contractor within sixty (60) days after receipt of the Contractor's last submittal.

B. **APPEAL FROM BOARD OF COMMISSIONER'S DECISION** – The Contractor may appeal the Board of Commissioner's decision rendered pursuant to the above Notice by delivering to the Commission within thirty (30) days after the date of such decision, a written notice of intention to appeal. The date of receipt of such notice by the Board of Commissioner's shall be the date upon which the time periods in these dispute resolution proceedings are calculated.

C. **WORK CONTINUANCE AND PAYMENT** – Unless otherwise agreed in writing, the Contractor shall continue to work, furnish required equipment and maintain the Schedule of the Work as outlined in the contract specifications during any dispute resolution proceedings. If Contractor continues to perform per the contract specifications, the Commission shall continue to make payments in accordance with this Agreement.

D. **INITIAL DISPUTE RESOLUTION** – Upon issuance of a written notice of intention to appeal, the parties shall endeavor to settle the dispute first through direct discussions. The senior executives of the parties, who for the Contractor shall have the authority to settle the dispute and for the Commission shall be the Executive Director, shall meet within twenty-one (21) days after the date of receipt by the Commission of the notice of intention to appeal. If the dispute is not settled within thirty (30) days from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation in accordance with Paragraph E.

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E. **MEDIATION** – If the dispute cannot be settled pursuant to Paragraph D, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other dispute resolution procedures. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within one hundred twenty (120) days of filing of the request.

The Commission and the Contractor shall cooperate with American Arbitration Association and with each other in selecting a mediator from American Arbitration Association, panel of neutrals and in scheduling the mediation proceedings. The Commission and the Contractor shall participate in the mediation in good faith, and shall share equally in its costs. All communications, documents, and other materials, whether written or oral, made in the course of or relating to the mediation by the Commission or the Contractor, or their agents, employees, experts or attorneys, or by the mediator or American Arbitration Association, employees, are confidential and privileged, and inadmissible for any purpose in any court, administrative, or other proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance herewith as provided herein will be specifically enforceable under the laws of the State of New Jersey.

Either party may terminate the mediation at any time after the first session but the decision to terminate shall be delivered in person by the party's representative to the other party's representative and the mediator.

F. **MULTIPARTY PROCEEDINGS** – All parties necessary to resolve a claim or dispute shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution procedures.

G. **CONCLUSION OF MEDIATION** – In the event that mediation is concluded without a resolution of the dispute, the Contractor and the Commission may exercise such rights and remedies as either may otherwise have under this Contract or by applicable law in respect of any dispute.

H. If, in the sole opinion of the Commission, a dispute arises which imperils the timely completion of the work, an excessive increase in costs, a substantial risk of harm to the public health or welfare, or an emergency or exigency which must be addressed immediately, then the Commission may institute court, administrative, or other proceedings without prior compliance with the dispute resolution provisions contained in this Contract.

ARTICLE XX – COMPLIANCE WITH COMMISSION CONTRACT AWARD POLICIES:

Contractor represents and warrants that it has not made any contribution that would bar the Commission from awarding the Contractor this Contract pursuant to the

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contract award policies adopted by the Commission and set forth in the Commission's Accounting Policies and Procedures Manual. Contractor shall have a continuing duty to report any contribution it makes during the term of this Contract. Consistent with the requirements of the Commission's contract award policies, the Contractor acknowledges that it is prohibited from being awarded this Contract if Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

It shall be a breach of the terms of this contract for Contractor to: (i) make or solicit a contribution in violation of either this subsection or the Commission's contract award policies; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this subsection; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this subsection or Executive Order; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this subsection.

Contractor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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Article XXI – BUSINESS REGISTRATION CERTIFICATE

- A. Business Registration: All New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. “Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.
- B. Proof of valid business registration with the State of New Jersey Department of Treasury, Division of Revenue shall be submitted by the bidder in the form of a valid Business Registration Certificate at the time of submission of the bid. The Contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the Contractor’s submission (i.e., “named subcontractors.”) The proof of business registration shall be provided at the time the bid is officially received and opened by the contracting agency. ***Failure to submit proof of registration prior to the award of a contract shall be deemed a material and non-waiveable defect, and shall be cause for rejection of the bid without further consideration.***
- C. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.
- D. Before final payment on the Contract is made by the Commission, 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.
- E. For the terms of the Contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates, as defined in N.J.S.A. 52:32-44, shall collect and remit to the Director, New Jersey Division of Taxation, the use of tax due to 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 a contracting agency.
- F. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq. or N.J.S.A. 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.

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Article XXII – SAFETY MEASURES

All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. Contractor and all subcontractors shall be required to attend a general Contract Safety Orientation prior to beginning construction.

Article XXIII – SECURITY MEASURES

The following measures must be adhered to as it relates to this contract:

1. The Contractor shall furnish a complete description of all equipment and vehicles that will enter onto Commission property. All equipment and vehicles will have ID or plate/tag numbers easily visible.
2. As required by the New Jersey Office of Counter Terrorism's Best Management Practices, the Contractor must provide evidence that it has previously conducted a background check on all of its employees who will be entering onto Commission property. The Contractor shall provide the Commission with a corporate letter, on appropriate letterhead, stating the names of all employees who will require access to the Commission's property, and indicating that such background checks have, in fact, been performed. All subcontractors are also required to provide such employee list, and confirmation of background checks.

NO ONE WILL BE ALLOWED ONTO COMMISSION PROPERTY WITHOUT PRIOR APPROVAL.

3. A copy of the delivery invoice is to be faxed to the Commission, with a ***GOOD QUALITY PHOTO ID*** of the driver for review prior to 7:00 a.m. on the day of delivery. No specialized individuals will be allowed onto Commission Property without being previously approved. Contractor's employees other than scheduled delivery drivers are required to fill out and submit the ***"Access Approval Form to Commission Facilities"***, along with a ***GOOD QUALITY PHOTO ID*** at least forty-eight (48) hours prior to arrival.
4. All fill hatches and discharge connections are to be sealed by the manufacturer at the point of fill, and the seal numbers noted on the delivery notice. The invoice is to be faxed to the Commission for review as specified in item #3 above. Deliveries with broken or missing seals or seals with numbers other than those on the invoice are subject to refusal. Vehicles and delivery contents are subject to inspection and analysis prior to entering Commission property.
5. Additional security measures may be put in place at the discretion of the Commission for the protection of the public.
6. This Contract shall not be reassigned to any other chemical supplier or manufacturer nor shall the Contractor use subcontractors (except for deliveries) to fulfill the above Contract requirements.

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NOTE: THE COMMISSION SHALL HAVE THE RIGHT TO EXPAND SECURITY REQUIREMENTS AND CONTRACTOR SHALL MAKE NO CLAIMS AGAINST THE COMMISSION FOR INCREASED SECURITY REQUIREMENTS MADE DURING THE LIFE OF THIS CONTRACT.

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EXECUTION OF CONTRACT

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly and properly executed in duplicate this _____ day of _____ in the year of our Lord, Two Thousand and Eighteen, one copy, thereof to remain with the Commission and one to be delivered to the Contractor.

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

BY: _____
CHARLES P. SHOTMEYER, CHAIRMAN

ATTEST:

KIM DIAMOND, COMMISSION SECRETARY

(CONTRACTOR)

BY: _____
(SIGNATURE)

(TYPED SIGNATURE)

(TITLE)

ATTEST/WITNESS:

* _____ ***(*Witness must also complete page C-19)***
(SIGNATURE)

(TYPED SIGNATURE)

(TITLE)

SEAL:

CONTRACT #2036

CERTIFICATE OF ACKNOWLEDGEMENT
FOR CONTRACTOR (INDIVIDUAL)

STATE OF }
 } S.S.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____ in the year of our Lord, Two Thousand and Eighteen before me a Notary Public of the State of _____ personally appeared _____ who being by me duly sworn, doth depose and make proof to my satisfaction, that he (she) is the Contractor named in the foregoing contract, and the said contract signed by him (her) voluntary act and deed.

(CONTRACTOR)

(TYPED SIGNATURE)

NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS _____ DAY OF

_____ 20____.

CONTRACT #2036

CERTIFICATE OF ACKNOWLEDGEMENT
FOR COMMISSION

STATE OF }
 } S.S.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____ in the year of our Lord, Two Thousand and Eighteen before me personally appeared **KIM DIAMOND**, (Commission Secretary) who being by me duly sworn, doth depose and make proof to my satisfaction, that she well knows the corporate seal of the North Jersey District Water Supply Commission, the Commission named in the foregoing contract, that the seal thereto affixed is the proper corporate seal of said Commission, that the same was so affixed thereto and the said contract signed by **CHARLES P. SHOTMEYER**, who was at the date and execution thereof, the Chairman of the North Jersey District Water Supply Commission, in the presence of the said deponent, as the voluntary act and deed of the said Commission, and that the said deponent thereupon signed the same as subscribing witness.

KIM DIAMOND, COMMISSION SECRETARY

NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS _____ DAY OF

_____ 20____.

CONTRACT #2036

ATTACHMENT #1

TECHNICAL SPECIFICATIONS

LIQUID NON-ZINC ORTHOPHOSPHATE REQUIREMENTS:

The following specifications describe the requirements for liquefied non-zinc orthophosphate. This product must be suitable for use in treating water for manufacturing, industrial and domestic uses at three (3) locations in the Townships of Wayne and Little Falls, New Jersey.

The products supplied must be effective in corrosion inhibition of lead and copper in the North Jersey District Water Supply Commission's component communities' service areas to the extent that the action levels for lead and copper will be met as established by the current Environmental Protection Agency (EPA) guidelines for the Safe Drinking Water Act.

1. The liquid corrosion inhibitor must be Food Grade and listed under ANSI/National Sanitation Foundation (NSF) Standard 60: Drinking Water Treatment Chemicals – Health Effects and shall not contain any contaminant in excess of 10% of the MCL as set by the EPA .

Product shall also meet the following technical specifications:

Form:	Liquid
Color:	Clear with a turbidity of less than 10 NTU
Odor:	None
Specify Gravity:	1.3 – 1.6 @ 20 degrees C
PH (1% Soln.):	>3.5
Phosphate as Orthophosphate (PO ₄):	25 – 30% by weight
Phosphate as Metaphosphate (PO ₄):	Less than 1%
Phosphate as Polyphosphate (PO ₄):	Less than 1%
Phosphate as (P ₂ O ₅):	Not less than 19%
Zinc as (ZnO):	Less than 0.01%
Zinc (Zn):	Less than 0.01%

2. The material shall be free of any foreign materials or chemical precipitates.
3. The material shall not freeze above 30° F.
4. The orthophosphate supplied in accordance with these specifications shall contain no soluble material or organic substances.
5. Water-insoluble matter in the material shall not exceed 0.2% by weight.
6. Provider should specify the percentage and name of the most active ingredient(s) for corrosion inhibition on the certificate of analysis for each shipment. This percentage must be maintained constant throughout the contract period and will be checked periodically by Commission personnel or their representatives, unless change is by the Commission.

CONTRACT #2036

ATTACHMENT #1

It shall be the Contractor's responsibility to perform all tests and inspections required by this specification. The Contractor may use in the process his own facility or any organized independent laboratory acceptable to the Commission. The Commission reserves the right to perform any of the test and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.

1. The Commission may require the Contractor to make his plant and facilities available for inspection prior to execution of the Contract or may require additional information concerning the Contractor's ability to comply with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
2. The Contractor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The Contractor further agrees to indemnify and hold harmless the Commission and its duly authorized agents from suits of law or actions of any nature for on account of the use of any patented materials, equipment devices or processes.

AWARD of CONTRACT

Bids will be evaluated for cost of treatment relative to orthophosphate unit cost as well as compliance with listed specifications. Overall, the product must perform as a corrosion inhibitor to the level which the Commission requires to achieve compliance within the Lead and Copper Rule.

DELIVERY AND STORAGE:

All deliveries must be made in dedicated tankwagons used exclusively for the shipment of **LIQUID NON-ZINC ORTHOPHOSPHATE** to maintain product integrity and purity. The **LIQUID NON-ZINC ORTHOPHOSPHATE** shall be delivered to the Wanaque Pump Station (NPT), Pompton Turnpike, Wayne, New Jersey 07470; West Belt Pump Station, PAL Drive Extension, Wayne, New Jersey 07470 and Union Boulevard Chemical Addition Facility, adjacent to the Passaic Valley Water Treatment Plant, Union Boulevard, Little Falls, New Jersey 07470 in bulk tankwagons within seventy-two (72) hours after notification. Deliveries shall be made on weekdays between 7:00 a.m. and 12:00 p.m. Emergency deliveries may be required on Saturday, Sunday, holidays, or beyond the hours stated as directed by Commission staff. The vendor shall provide the proper truck, lines, fittings, pumps, pneumatic systems, couplings, hoses, tools and safety equipment to accommodate the Commission's delivery systems and to eliminate any interruption in the chemical unloading process.

The Commission reserves the right to order partial deliveries throughout this contract period at the same contracted price as a full delivery. It is the Commission's intent to order only full deliveries; however, there may be times that full orders cannot be accommodated, especially for chemicals being delivered to sites other than the Wanaque Water Treatment Plant (WTP). Bids submitted with separate pricing for partial deliveries will be rejected.

CONTRACT #2036

ATTACHMENT #1

Chemical containment areas shall be utilized for all deliveries of liquid non-zinc ortho-phosphate.

A certificate of analysis must accompany every delivery. The certificate of analysis must include the following parameters at a minimum:

- Batch/Lot Number
- Ortho Phosphate, %
- pH, 1% solution
- Specific Gravity @ 20°C
- Turbidity (NTU)
- Color

The Commission reserves the right at any time to test/verify the properties of the **NON-ZINC ORTHOPHOSPHATE** to be delivered prior to acceptance of delivery. If the product does not meet the requirements of this standard or does not match the certificate of analysis, the seller shall remove the material from Commission property at the seller's sole expense. A replacement delivery must be received within twenty-four (24) hours.

CONTRACT #2036

ATTACHMENT #2

CERTIFICATION & DISCLOSURE FORMS

(7 PAGES)

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. ¹
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.