

# TOWNSHIP OF MANCHESTER

OCEAN COUNTY

NEW JERSEY

**PROJECT:**                    **CONTRACT 11-1104**  
**WATER & WASTE WATER TREATMENT CHEMICALS**

**BID OPENING:**            **NOVEMBER 4<sup>th</sup>, 2011, 1:00PM CONFERENCE ROOM**

---

## NOTICE TO BIDDERS

	<u>SECTION NO.</u>	<u>NO. OF PAGES</u>
<b>INSTRUCTIONS TO BIDDERS</b>	1	5
<b>SPECIFICATIONS:</b> <b>POTASSIUM PERMANGANATE</b> <b>HIGH CALCIUM HYDRATED LIME</b> <b>SODIUM HYPOCHLORITE</b> <b>LIQUID CHLORINE</b> <b>BIOXIDE</b> <b>KLENPHOS</b> <b>SODIUM ALUMINATE</b> <b>SODIUM HEXAMETAPHOSPATE</b>	2	11
<b><i>PROPOSAL SECTION</i></b> <b>CHECKLIST</b> <b>AFFIRMATIVE ACTION FORM</b> <b>BID FORM</b>	3	14

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Purchasing Agent or her representative, for the Township of Manchester, County of Ocean, and State of New Jersey on November 4th, 2011 at 1:00PM. Prevailing time, or as soon thereafter as the matter may be reached in the CONFERENCE ROOM, 1 Colonial Drive, Manchester, N.J. and then publicly opened and read aloud for the following:

**CONTRACT 11-1104**

**WATER AND WASTEWATER TREATMENT CHEMICALS**

Specifications may be obtained from the Purchasing Office, Room 204, 1 Colonial Drive, Manchester Township, during the business hours Monday through Friday, 9:00 AM to 4:00PM. Specifications may also be obtained by visiting our website at [www.manchestertwp.com](http://www.manchestertwp.com)

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.

# **INSTRUCTION TO BIDDERS**

Prepared by  
Purchasing Agent  
(732) 657-8121, ext 3501

Manchester Township  
1 Colonial Drive  
Manchester, New Jersey 08759

## INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the PURCHASING AGENT and/or a designated representative at the time and place mentioned in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
2. Bidders are cautioned to read these specifications carefully and to execute all required documents, sign their proposals and comply with surety requirements. All prices must be written in ink or typewritten and signature must be in ink. Failure to comply with the provisions of this notice will result in rejection of the bid.
3. Bids shall be enclosed in a sealed envelope: (1) addressed to the Purchasing Agent, Township of Manchester, 1 Colonial Drive, Manchester NJ 08759, (2) bearing the name and address of the bidder written on the face of the envelope, (3) clearly marked "BID" with the contract title and/or # being bid. One (1) Original and two (2) CDs are required. Official bid forms are enclosed for your convenience and **MUST BE USED** when submitting proposal.
4. For purposes of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
5. If not submitting a bid proposal in accordance with attached instructions and specifications, the outside of the envelope shall be plainly marked "NO BID" when being returned.
6. No bid shall be accepted after the hour specified. Additional bid forms and instructions may be obtained from Manchester Township Division of Purchasing, 1 Colonial Drive, Manchester, N.J. 08759. Bid forms may also be obtained on our website [www.manchestertwp.com](http://www.manchestertwp.com).
7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Manchester Township, and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. The Township of Manchester reserves the right to reject any or all bids or to waive any informality in the bids and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Manchester Township to do so.
9. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that will most economically fulfill the intentions of this contract.
10. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the township council ' decision is to be final and conclusive.
11. Non-performance by the successful bidder or his failure to execute the contract within ten (10) days after the award shall result in his deposit being forfeited to the Township of Manchester as liquidated damages for such neglect or refusal and not as a penalty.

12. Payment will be made to the successful bidder in accordance with the contract documents upon receipt of invoice and a properly executed Township voucher after delivery of complete units as specified.
13. Successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
14. The Township, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.
15. Quantities shown are approximate and the Township of Manchester reserves the right to decrease or omit quantities with the items ordered being paid at the unit prices bid. The Township also reserves the right to increase quantities to a maximum of twenty percent (20%) at the unit price bid.
16. Deliveries of chemicals will range from a single to several locations dependent upon each individual chemical, and may be in one (1) or both of the service areas (ESA and / or WSA). Exact locations and the chemical(s) used at these facilities will be provided by contacting the Purchasing Agent 732-657-8121 ext 3501.
17. The Township reserves the right to split the awards or award the contract on a total lump-sum basis.
18. In the event of a tie bid, Manchester Township reserves the right to award the bid at its discretion to any one of the tied qualified bidders.
19. The contract shall be in effect for one year from date of purchase order issue, or until delivery is complete unless otherwise stated.
20. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Manchester.
21. All bidders shall complete and sign the "Federal Affirmative Action Plan," "Stockholders Disclosure of Ownership" and the "Non-Collusion Certification" as provided with the instructions and specifications of this bid proposal. Failure to furnish this information shall be cause for rejection of bid as submitted.
22. All bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), P.L. 2004, c. 57 and P.L. 1977, c. 33, as amended.
23. Unless otherwise indicated herein, bids must be accompanied by a bid bond, certified check, or cashier's check in the amount of ten percent (10%) of the total lump-sum bid and shall be made payable to Manchester Township. Said bid surety shall not be in excess of twenty thousand dollars (\$20,000.00). The insurance company must have an A+ Rating and be of financial size bond category of Class XV, as per current publication of Best's Rating or be on the New Jersey Qualified List of Insurance Companies that can do business in the State of New Jersey. Contractors shall be held responsible for updating bonding companies' expiration from this list to the Township. The surety company must have a New Jersey agent on whom services can be made.
24. Invoices must be received by the Township by the first Monday of the month, with payment of approved invoices being made by the end of the month.

25. If bid bond, certified check or cashier's check are submitted with this proposal they will be returned to all unsuccessful bidders except to the three lowest formal bidders, within three (3) days after awarding of contract. The remaining Bid Bonds will be returned to the three lowest bidders within three days after the Owner and accepted bidder have executed the contracts. Said bond or check will be returned to the successful bidder upon execution of a formal contract.
26. The Township of Manchester is exempt from State Tax.
27. Bids forwarded to the Purchasing Agent or his/her designated representative before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that he/she is or represents the principal or principals involved in the bid. Bids may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of bids. Once bids have been opened, they must remain firm for a period of sixty (60) days.
28. Any further information desired regarding furnishing of said bid item or obtaining delivery information may be obtained during regular business hours from the Purchasing Office at the Township of Manchester, 1 Colonial Drive, Manchester 08759,
29. Delivery of materials ordered must be within thirty (30) days of receipt of the Manchester Township purchase order.
30. All prices are to include shipping, handling and delivery to the location designated by the Township of Manchester.
31. The bidder may bid on only one item, all items, or any combination of items.
32. Insurance requirements (when applicable.)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**  
This insurance shall be maintained in force during the life of the contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.  
Minimum Employers Liability \$1,000,000.00.

**GENERAL LIABILITY INSURANCE:** This insurance shall have limits of not less than \$1,000,000.00, on any one person and \$1,000,000.00 any one accident or bodily injury and \$1,000,000.00 aggregate or property damage, and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidders protective liability insurance (also known as Contingent Liability Insurance) with the same limits

**AUTOMOBILE LIABILITY INSURANCE:** This insurance covering Bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and 1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

Certificates of insurance as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Workers compensation and Employers Liability Insurance. Such coverage

shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township of Manchester as an additional insured.

**Indemnification**

Successful bidder will indemnify and hold harmless the Township of Manchester from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidders agent, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

35. The award of the contract shall be made subject to the necessary monies to do the work being provided by the Township in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been approved by the Township in a lawful manner. The award shall further be subjected to the securing of necessary state, federal or local permits governing the work.

END OF SECTION

# *TOWNSHIP OF MANCHESTER*

## *DIVISION OF UTILITIES*

### *SPECIFICATIONS FOR THE PROVISION OF WATER & WASTEWATER TREATMENT CHEMICALS*

#### **GENERAL**

Manchester Township is accepting bid proposals for the purchase and delivery of the following water and wastewater treatment chemicals:

1. POTASSIUM PERMANGANATE
2. HIGH CALCIUM HYDRATED LIME
3. SODIUM HYPOCHLORITE
4. LIQUID CHLORINE GAS
5. BIOXIDE
6. KLENPHOS
7. SODIUM ALUMINATE
8. SODIUM HEXAMETAPHOSPHATE

Individual contracts will be awarded for each of the above-listed chemicals. It is not necessary to submit a bid for each of the chemicals listed. Detailed information regarding each of the chemicals and the provision thereof is provided within these specifications.

#### **LOCATIONS**

The Division of Utilities is comprised of two (2) distinct and separate service areas. The Eastern Service Area (ESA) provides water and sewer service to residents in the Township's eastern region adjacent to Toms River and Jackson Townships, with several treatment facilities and pump stations in the area. The Western Service Area (WSA) is located in the Whiting section of the Township adjacent to Lacey and Berkeley Townships also has several treatment facilities and lift stations, and provides water and sewer service to residents in that area.

Deliveries of chemicals will range from a single to several locations dependent upon each individual chemical, and may be in one (1) or both of the service areas (ESA and/or WSA).

## QUANTITIES

The quantities indicated on the Bid Proposal Form are estimates based upon historical usages and may fluctuate. In the event of an increase or decrease in the estimated quantities provided, the bid price will remain unchanged. Approximate usages for each service area are as follows:

<u>Eastern Service Area:</u>	Hydrated Lime	55 tons
	Sodium Aluminate	50 drums
	Sodium Hypochlorite	15,000 gallons
	Potassium Permanganate	750 lbs.
	Liquid Chlorine Gas	3000 lbs.
	Bioxide	7000 gallons
	Klenphos	20 drums
Western Service Area:	Hydrated Lime	45 tons
	Sodium Hypochlorite	5000 gallons
	Sodium Hexametaphosphate	5000 lbs.

## MANUFACTURER

The name of the chemical manufacturer must be provided where indicated on the Bid Proposal Form. Failure to do so will result in rejection of bid.

## TERM OF CONTRACT

The term of contracts will be for a period of one (1) year. This contract may be extended for an additional one (1) year extension at the discretion of the Township and agreement by the successful low bidder.

## TECHNICAL SPECIFICATIONS

The Technical Specifications and pertinent information regarding each of the eight (8) contracts is provided on the following pages. Information provided is specific to each chemical.

## EXCEPTIONS

Any exceptions to the Technical Specification will be evaluated for equivalence and suitability;. Exceptions must be listed on the Exception Sheet with supporting documentation provided. The EXCEPTION box must be checked on the Bid Proposal Form.

# TECHNICAL SPECIFICATIONS

## CONTRACT NO. 1

### *POTASSIUM PERMANGANATE*

#### GENERAL

Furnish and deliver potassium permanganate (free flow) pellets as required.

#### PRODUCT

Potassium Permanganate,  $\text{KMnO}_4$  shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

Product shall be furnished in 150 kg drums.

#### DELIVERY

Deliveries are to be made between 8:00 am and 3:00 pm on weekdays only.

Truck deliveries shall be made with trucks having a hydraulic lift tailgate.

The delivered price shall include return freight of empty drums.

Prices quoted shall prevail for the entire life of the contract.

The Right-To-Know Act data on the chemical shall be provided as required. ALL DRUMS MUST BE LABELED WITH THE RIGHT-TO-KNOW LABELS.

Minimum order shall be 1 drum.

Deliveries are to be made within 7 days of placing order.

#### QUANTITY AND PAYMENT

The quantity for which payment will be made will be for the number of drums delivered-- price shall include delivery, return freight on empty drums, and all else necessary or required.

#### LOCATION

Delivery location in the Eastern Service Area is Treatment Facility No. 5.

## CONTRACT NO. 2

### *HIGH CALCIUM HYDRATED LIME*

#### GENERAL

Furnish and deliver Hydrated Lime as required.

#### PRODUCT

Hydrated Lime,  $\text{Ca(OH)}_2$  shall conform to appropriate AWWA Specifications and ANSI/NSF Standards

Product shall be furnished in 50 lb. bags only.

#### DELIVERY

Bagged lime shall be delivered in 50 lb. bags in multi-wall paper construction in wrapped pallets. Bags are to be stacked 50 bags per pallet. Lime shall be in a dry, un-caked condition. ALL PALLETS SHALL BE SHRINK-WRAPPED FOR DELIVERY.

Deliveries are to be made between 8:00am and 3:00 pm on weekdays only.

Delivered pallets are to be rotated with existing stock.

A certified weight slip shall accompany each delivery on bulk lime.

The Right-To-Know Act date on the chemical shall be provided as required. RIGHT-TO-KNOW LABELS SHALL BE AFFIXED TO BAGS.

Minimum order shall be 100 bags.

The bidder is to take back all empty pallets at no cost.

Deliveries are to be made within 7 days of placing order.

#### QUANTITY AND PAYMENT

The quantity for which payment will be made will be for the number of bags delivered--price shall include delivery and all else necessary or required.

#### LOCATIONS

Delivery location in the Eastern Service Area is Treatment Facility No. 5, and various locations in the Western Service Area.

## CONTRACT NO. 3

### *SODIUM HYPOCHLORITE*

#### GENERAL

Furnish and deliver liquid chlorine solution as required.

#### PRODUCT

Sodium Hypochlorite, NaOCl, shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

The product is to be delivered in bulk by a tanker truck, designated to transport Sodium Hypochlorite only.

#### DELIVERY

Chlorine shipment shall comply with the current Hazardous Materials Regulations, of the NJDOT, Title 49, Chapter 1, Subchapter C, for shipment of chlorine.

Deliveries are to be made between 8:00 am to 3:00 pm weekdays only.

Chlorine shall be pumped from the delivery truck to designated tanks as directed.

The Right-To-Know Act data on the chemical shall be provided as required.

Minimum order shall be 300 gallons; no additional charges will be made for partial delivery to each of the water plants.

Deliveries are to be made within 2 days of placing order.

#### QUANTITY AND PAYMENT

The quantity for which payment will be made will be for the number of gallons delivered--price shall include delivery, pumping of chlorine into tanks and all else necessary or required.

#### LOCATIONS

Delivery location in the Eastern Service Area is Treatment Facility No. 5 and various locations in the Western Service Area.

## CONTRACT NO. 4

### *LIQUID CHLORINE GAS*

#### GENERAL

Furnish and deliver chlorine gas as required.

#### PRODUCT

Liquid Chlorine Gas, Cl<sub>2</sub> shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

Product shall be furnished in 150 lb. cylinders.

#### DELIVERY

Truck deliveries shall be made with trucks having a hydraulic lift tailgate.

The delivered price shall include return freight of empty cylinders.

The Right-To-Know Act data on the chemical shall be provided as required. ALL CYLINDERS MUST BE LABELED WITH THE RIGHT-TO-KNOW LABELS.

Minimum order shall be 8 cylinders.

Deliveries are to be made between 8:00 am and 3:00 pm weekdays only.

Deliveries are to be made within 2 days of placing order.

#### QUANTITY & PAYMENT

The quantity for which payment will be made will be for the number of cylinders of chlorine gas delivered—price shall include delivery, return freight on empty cylinders, and all else necessary or required.

#### LOCATIONS

Delivery locations in the Eastern Service Area are Treatment Facilities No. 2 and No. 7.

## CONTRACT NO. 5

### *BIOXIDE*

#### GENERAL

Furnish and deliver Ammonium Calcium Nitrate Double Salt solution as required.

#### PRODUCT

Bioxide, or approved equal shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

The product is to be delivered in bulk by a tanker truck.

#### DELIVERY

Bioxide shall be pumped from the delivery truck to designated tanks as directed.

The Right-To-Know Act data on the chemical shall be provided as required.

Minimum order shall be 500 gallons; no additional charges will be paid for partial delivery to each of the water plants.

Deliveries are to be made between 8:00 am to 3:00 pm weekdays only.

Deliveries are to be made within 7 days of placing order.

#### QUANTITY AND PAYMENT

The quantity for which payment will be made will be for the number of gallons delivered—price shall include delivery and all else necessary or required.

#### LOCATIONS

Delivery locations are the Renaissance Pump Station and the Cedar Glen Lakes Pump Station No. 1.

## CONTRACT NO. 6

### *KLENPHOS*

#### GENERAL

Furnish and deliver Klenphos solution as required.

#### PRODUCT

Klenphos 100, shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

The product is to be provided in 330 lb drums only.

#### DELIVERY

Truck deliveries shall be made with trucks having a hydraulic lift tailgate.

The Right-To-Know Act data on the chemical shall be provided as required.

Minimum order shall be 5 drums; no additional charges will be paid for partial delivery to each of the water plants.

Deliveries are to be made between 8:00 am to 3:00 pm weekdays only.

Deliveries are to be made within 7 days of placing order.

#### QUANTITY AND PAYMENT

The quantity for which payment will be made will be for the number of drums delivered—price shall include delivery and all else necessary or required.

#### LOCATION

Deliveries are to be made to Treatment Facility No. 5 in the Eastern Service Area.

## CONTRACT NO. 7

### *SODIUM ALUMINATE*

#### GENERAL

Furnish and deliver sodium aluminate as required.

#### PRODUCT

Sodium Aluminate, (NaAlO<sub>2</sub>) Cl<sub>2</sub> shall conform to appropriate AWWA Specifications and ANSI/NSF Standards.

Product shall be furnished in 55 gallon drums only.

#### DELIVERY

Truck deliveries shall be made with trucks having a hydraulic lift tailgate.

The delivered price shall include return freight of empty cylinders.

The Right-To-Know Act data on the chemical shall be provided as required. ALL DRUMS MUST BE LABELED WITH THE RIGHT-TO-KNOW LABELS.

Minimum order shall be 9 drums.

Deliveries are to be made between 8:00 am to 3:00 pm weekdays only.

Deliveries are to be made within 3 days of placing order.

#### QUANTITY & PAYMENT

The quantity for which payment will be made will be for the number of drums delivered—price shall include delivery, and all else necessary or required.

#### LOCATION

Deliveries are to be made to Treatment Facility No. 5 in the Eastern Service Area.

## CONTRACT NO. 8

### *SODIUM HEXAMETAPHOSPHATE, TECH GRADE*

#### GENERAL

Furnish and deliver sodium hexametaphosphate as required.

#### PRODUCT

Sodium Hexametaphosphate, (NaPO<sub>3</sub>)<sub>6</sub> shall conform to appropriate AWWA Specifications and ANSI/NSF Standards

Product shall be furnished in 50 lb.bags only.

#### DELIVERY

Truck deliveries shall be made with trucks having a hydraulic lift tailgate.

The delivered price shall include return freight of empty cylinders.

The Right-To-Know Act data on the chemical shall be provided as required. ALL DRUMS MUST BE LABELED WITH THE RIGHT-TO-KNOW LABELS.

Minimum order shall be 2 bags.

Deliveries are to be made between 8:00 am and 3:00 pm weekdays only.

Deliveries are to be made within 7 days of placing order.

#### QUANTITY & PAYMENT

The quantity for which payment will be made will be for the number of bags delivered—price shall include delivery and all else necessary or required.

#### LOCATION

Deliveries are to be made to the Western Service Area.

## **CHEMICAL DELIVERY INSTRUCTIONS**

### 1.00 DESCRIPTION

The following requirements are intended to assure the security of chemical deliveries to the township water and sewer facilities.

### 2.00 DELIVERY

- A. The vendor(s) will provide the Township with photos and the names of the drivers making the deliveries.
- B. The name of the driver and the truck license plate number will be faxed to the township before the truck leaves the terminal. This will allow the township staff to match up the driver and truck ID when the delivery arrives.
- C. The Township will not accept any chemicals without this information being provided, nor will it accept any opened or unsealed containers or containers that appear to have been tampered with.
- D. The Chlorine solution shall be delivered in trucks solely dedicated for transporting this product.
- E. The Division of Utilities is comprised of two (2) distinct and separate service areas. The Eastern Service Area (ESA) and the Western Service Area. Delivery of chemicals will range from a single to several locations dependent upon each individual chemical, and may be one (1) or both of the service areas.

**PROPOSAL SECTION**

**BID DOCUMENT SUBMISSION CHECKLIST**

**WATER & WASTEWATER TREATMENT CHEMICAL 2011**

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

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's Initials)
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22 (Consent of Surety)	
X	A Business Registration Certificate as required by P.L. 2004, c. 57	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2 (Stockholders Statement)	
	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16 (Subcontractor's Declaration)	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Bid Form	

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

Initial Each Item Submitted with Bid (Bidder's Initials)		Initial Each Item Submitted with Bid (Bidder's Initials)	
X	Federal Affirmative Action Form	X	Submission of a Non-Collusion Affidavit (this form must be Notarized)

	Ability Questionnaire	
X	Debarred List Affidavit	

X	Prevailing Wage Act Compliance Declaration	

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

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

By Authorized Representative:

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

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

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

**BID SECURITY**

Attach Bid Security, bond or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00

**BUSINESS REGISTRATION CERTIFICATE**

Attach Business Registration Certificate, in accordance with P.L. 2004, c. 57.

**FEDERAL AFFIRMATIVE ACTION PLAN**

In accordance with the Affirmative Action Regulations adopted pursuant to P.L. 1975, Chapter 127, the Contractor shall identify whether the company has a valid Federal Affirmative Action Plan.

Does the company have a Federal Affirmative Action Plan approval?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

\_\_\_\_\_  
Name of Corporation

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Name & Title  
(Type or Print)

My Commission expires:

Date \_\_\_\_\_

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 ET SEQ., N.J.A.C 17:27**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

---

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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 N.J.A.C. 17:27.**

\_\_\_\_\_  
Attesting Signature

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Type or Print Name & Title

\_\_\_\_\_  
Date

**STOCKHOLDERS STATEMENT (CORPORATION) AND/OR PARTNERSHIP HOLDERS**  
**OR SOLE PROPRIETORS**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work for the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement. The statement shall set forth the name and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein, or of sole proprietors.

In the event that a corporate or partnership entity is the owner of more than 10% of the corporate stock or partnership interest of the bidder then and in that event this bidder must disclose the names of the individuals who own at least 10% of the corporate or partnership entity which owns at least 10% of the entity of the bidder.

1.NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

2.NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

3.NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

4.NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

5.NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

**Water & Wastewater Treatment chemicals**

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

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

**Acknowledged by bidder:**

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

By Authorized Representative:

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

Printed Name and Title: \_\_\_\_\_

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

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE NEW JERSEY

SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the \_\_\_\_\_, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Insert Name and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

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

\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the (City, Town, Borough)  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and the  
State of \_\_\_\_\_ of full age, being duly sworn according to law

on my oath depose and say that:

I am

of the firm of

the bidder making the Proposal for the above name project, and that I executed the said Proposal with full authority to do so; 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 said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_  
(Name of Corporation)

(N.J.S.A. 52:34-15)

(Also type or print name of  
affiant under signature)

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

Notary Public of

My commission expires:

\_\_\_\_\_  
(Date)

**PREVAILING WAGE ACT COMPLIANCE DECLARATION**

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. The prevailing wage rates pertaining to the work are issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination", (Note: Not Applicable to this contract as confirmed by the Lacey M.U.A. office). Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38 - Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual)(partnership)(corporation) under the Laws of the State of \_\_\_\_\_ having principal offices at \_\_\_\_\_.

(Signed)

(Type or Print)

(Company Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

(Telephone Number) \_\_\_\_\_

**MANCHESTER TOWNSHIP**

**BID PROPOSALS - WATER & WASTEWATER TREATMENT CHEMICALS**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications, and that he/she is aware of the conditions affecting the bid, and that if a Bid Proposal is accepted, agrees to furnish the specified chemicals for a contract period of 1 (one) year, commencing from the date of award.

**DETERMINATION OF LOW BIDDERS WILL BE BASED UPON THE LOWEST TOTAL BID PRICE OF EACH CHEMICAL FOR CONTRACTS 1 THROUGH 8, WITH EACH ITEM/CHEMICAL AWARDED AS A SINGLR INDIVIDUAL CONTRACT. BIDDERS ARE NOT REQUIRED TO BID ON ALL ITEM/CHEMICALS.**

CHEMICAL CONTRACT	ESTIMATED QUANTITY	UNIT PRICE	UNIT	TOTAL BID PRICE
1. POTASSIUM PERMANGANATE	750 LBS.		LB.	
MANUFACTURER		EXCEPTION:		
2. HYDRATED LIME	100 TONS		TON	
MANUFACTURER		EXCEPTION:		
3. SODIUM HYPOCHLORITE	20,000 GAL.		GAL.	
MANUFACTURER		EXCEPTION:		
4. LIQUID CHLORINE GAS	3,000 LBS.		LB.	
MANUFACTURER		EXCEPTION:		
5. BIOXIDE	7,000 GAL.		GAL.	
MANUFACTURER		EXCEPTION:		
6. KLENPHOS	20 DRUMS		DRUM	
MANUFACTURER		EXCEPTION:		
7. SODIUM ALUMINATE	50 DRUMS		DRUM	
MANUFACTURER		EXCEPTION:		
8. SODIUM HEXAMETAPHOSPHATE	5,000 LBS.		LB.	
MANUFACTURER		EXCEPTION:		
COMPANY:				
ADDRESS:				
TELEPHONE NO:				
NAME/TITLE:				
SIGNATURE/DATE:				

**ESTIMATED QUANTITY** is the amount of chemical the Township expects to use in a one (1) year period based upon historical usage. This quantity includes both the Eastern Service Area and the Western Service Area.

**MANCHESTER TOWNSHIP**  
**BID PROPOSALS - WATER & WASTEWATER TREATMENT CHEMICALS**  
**EXCEPTION SHEET**

Please list the Contract Number, the Chemical, and Justification for the Exception to the Specific Chemical. Documentation supporting the requested Exception must also be provided.

---

---

---

---

---

---

---

---

---

---