

# THE OCEAN COUNTY UTILITIES AUTHORITY

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by The Ocean County Utilities Authority in their offices at 501 Hickory Lane, Bayville, New Jersey, up to 11:30 a.m., prevailing time, on January 12, 2012 for:

Contract LEDL-12-275

Furnish and Deliver Outdoor Wall Mounted Light-Emitting Diode (LED) Luminaires

Bids must be submitted on forms prepared by the Authority. All bids must be enclosed in sealed 10" x 15" envelopes, bearing, on the outside, the name and address of the Bidder and the work bid upon.

Specifications may be obtained by bona fide bidders upon application at the Authority offices, at the Central Water Pollution Control Facility, 501 Hickory Lane, Bayville, New Jersey 08721 or via our website at [www.ocua.com](http://www.ocua.com).

The Authority reserves the right to accept or reject any or all bids or to waive any and all informalities or technicalities, if in the best interest of the Authority.

This contract will be awarded through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C 17:27, equal employment opportunities, P.L. 1977, c.33, corporate and/or partnership ownership and P.L. 2004, c.57, business registration of public contracts.

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received in accordance with the Advertisement for Bids, as required by law, a copy of said notice being attached hereto and made a part of these specifications. Bids will be opened publicly in the Finance Conference Room at 501 Hickory Lane, Bayville, New Jersey on the date specified in the Advertisement for Bid.

### Designations

The Ocean County Utilities Authority is also designated as the Authority or Owner herein. The bidder may also be referred to as the vendor/contractor as may be appropriate.

### Questions

No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. Any questions pertaining to this bid document shall be directed to:

Christine D. Carty, QPA, RPPO Purchasing Agent  
501 Hickory Lane  
P.O. Box P  
Bayville, NJ 08721  
Phone : 732-269-4500 Ext. 8229  
Fax # : 732-269-8440

All questions shall be submitted in writing to the Authority, and shall be postmarked at least seven (7) days before the established date for bid opening. The Authority will arrange, as addenda, which shall become part of the contract, all pertinent questions received and the decision regarding each. Prior to the opening of bids, a copy of these addenda will be sent to each vendor who has obtained a set of specifications from the Authority.

Bidders shall acknowledge receipt of any addenda in the space provided in the Bid Form. In the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. Bids will be considered non-responsive if recognition of any addendum is not listed on the form provided in the bid package.

### Omissions and Discrepancies

Should a bidder find discrepancies or omissions in the specifications, or should he be in doubt as to their meaning, he should immediately notify, in writing, or orally, the Authority who shall issue an addendum for clarification to all of those who have received sets of specifications. Time limits shall be as defined in "Questions".

### Withdrawal of Bids

The attention of bidders is directed to the fact that in submitting his bid, the bidder agrees that he will not withdraw it within sixty (60) consecutive calendar days after opening the bids.

Upon proper request and identification, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not been accepted by the Authority, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is formally withdrawn, it shall be deemed open for acceptance until the contract agreement has been executed by both parties thereto or until the Authority manifests that they do not intend to accept the bid. Notice of acceptance of a bid shall not constitute rejection of any other bid.

#### Bids Forwarded Through the Mail

The Authority will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Authority at the time, date and place designated.

#### Bid Form

Bidders must use the bid form furnished by the Authority when submitting their bid.

All bids must be enclosed in a sealed envelope bearing, on the outside, the name and address of the bidder, the contract number and the date of the bid opening. The bid form must be completed in ink or typewritten.

For purpose 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. If at any time during the course of the contract the product does not meet the specification or is found not to be an equivalent, the original product must be delivered.

**If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.**

#### Shipping / FOB Destination

Prices for furnishing all of the material and/or labor described or required shall be inserted where applicable. Prices shall be net, including charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations

specified by the Authority. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

#### Informal Bids

The Authority may reject as incomplete, bids which contain erasures not properly initialed, or incomplete bid documents.

#### Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be completed and submitted with the bid.

#### Ownership Statement

If the bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, a statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

### **THE OWNERSHIP STATEMENT PAGE MUST BE COMPLETED AND SIGNED**

#### Insurance

1. The bidder shall not commence Work until the bidder has obtained at the bidders own expense all of the insurance as required hereunder and such insurance has been approved by the Authority nor shall the bidder allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the bidder. Approval of insurance required of the bidder will be granted only after submission to the Authority original certificates of insurance signed by authorized representatives of the insurers or, at request of the Authority, certified copies of the required insurance policies.
2. The bidder shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Authority in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the bidders will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.

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

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

4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the bidders or the bidders Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any deductibles or retention of \$5,000 or greater shall be disclosed by the bidder and are subject to Authority written approval. Any deductible or retention amounts elected by the bidder or imposed by the bidder insurer(s) shall be the sole responsibility of the bidder.
6. All required insurance coverages must be underwritten by insurers licensed to do business in the State of New Jersey and be acceptable to the Authority. The insurers must also have a policyholders’ rating of “A-“ or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company.
7. If the Authority is damaged by the failure or neglect of the bidder to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the bidder shall bear all reasonable costs properly attributable thereto.

### **Insurance Requirements**

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

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

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

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

- Liability arising out of the ownership, maintenance or use of any auto; and
- Auto non-ownership and hired car coverage.
- Uninsured/Underinsured motorist coverage at a limit no less than the minimum statutory limits.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including “other states” coverage: and employers liability insurance or its equivalent with minimum limits of:

\$500,000 each accident for bodily injury by accident;  
\$500,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.

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

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

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability
- ii. Business auto liability; and
- iii. Employers liability

5. Authority and Authority’s appointed officials, officers, consultants, agents and employees shall be named additional insured’s on the bidders commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the bidders work under this Contract. Such coverage shall extend to cover the additional insured for liability arising out of the following:

- i. On-going operations; and
- ii. Completed operations.

Authority Right Reserved

The Authority reserves the right to accept or reject any or all proposals, or to waive any informality or technicality in any proposal, if in the best interest of the Authority.

### Quantity and Quality for Acceptance

All materials delivered under this contract shall be to the satisfaction of the Authority, who reserves the right to confirm the amount, quality, acceptability and fitness of the materials which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this contract. The determination of the Authority in these matters shall be final and conclusive.

If any shipment or part thereof fails to meet the quality specified in this contract, the Authority reserves the right to reject that material. The rejected material shall be immediately removed by the bidder, at his own expense. The bidder shall then replace the rejected material with material as specified.

### Quantity

The quantities listed on the attached bid form are provisional, for the bidder's information only, based upon The Authority's best knowledge. No warranty is given or implied as to the item or the total quantity that will be purchased.

### Damages

The successful bidder, upon failure or refusal to execute and deliver the contract agreement shall be liable to the Authority for damages suffered, which shall be defined as the difference between the amount specified in the successful bid and the amount for which the Authority may contract with another party to perform the work covered by said bid if the latter amount be in excess of the former, together with any additional expenses incurred by the Authority as a result of such bidder's failure to enter into the contract, including, but not limited to, the expense for readvertisement for bids and the processing of such bids.

### Preference for Domestic Products

Only manufactured products of the United States, wherever available, shall be used in connection with this contract, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

In the case of Delta Chemical Corporation vs. The Ocean County Utilities Authority, 231, N.J. Super. 180 (Law. Div. 1988), the Superior Court of New Jersey held that N.J.S.A. 40A:11-18 are constitutional, but that an absolute preference for domestic materials was not mandated. In some circumstances the public agency has discretion to buy a foreign product even if an American product is available. A subsequent decision by the Court recognized the right of the public body to adopt appropriate guidelines. The Commissioners of The Ocean County Utilities Authority have determined by Resolution that the statutory preference for domestic materials will be followed only if the bid price for domestic materials does not exceed by 2 per centum the bid price of the lowest responsive, responsible bidder, regardless of place of origin of the materials supplied by the low bidder.

### Contract Year - Prices Firm

**This contract will be effective as of the date set forth on Page 1 of the contract agreement.**

### Contract Award

The Authority will award a single contract to the bidder submitting the lowest price for ALL items listed in the Bid Form. It is therefore imperative that a bid price be supplied for each item.

No bid will be accepted which does not contain a price for every item contained in the bid form.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the bidder authorizes the Authority to correct the extended totals and the computation made by the Authority shall govern.

In the event there is an equal or tie bid the Authority reserves the right to award at their discretion to any of the tie bidders.

The award of this contract is subject to the 10 day review period provided by S763, N.J.S.A. 40:14B-14.

**This contract will be effective as of the date set forth on Page 1 of the contract agreement.**

### Pay to Play

**The Ocean County Utilities Authority will make an award of the contract under and pursuant to N.J.S.A. 40A:11-1, et seq., (New Jersey Public Contracts Law), within sixty (60) days from the date of the receipt of the bids through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.**

**"Bidders are advised of the responsibility to file an annual disclosure 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 bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendors 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](http://www.elec.state.nj.us)."**

### NJ ONE CALL.

By presenting a bid, bidder declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing and intended excavation. The telephone number to call is 1-800-272-1000.

### Failure to Sign Contract

If the successful bidder shall fail to contract as aforesaid, then the Authority may by its option determine bid and acceptance to be null and void and the Bid Security shall become the property of the Authority.

### Execution of Contract

The successful bidder will be required to execute the contract agreement within ten (10) days (Sundays and legal holidays excluded) after receipt of notification that the contract agreement is ready for signature.

### Payment

Payment requests must be submitted on Authority voucher forms. All Contractors administrative costs shall be included in the prices bid.

The new purchase order form also serves as the authority voucher form. This form must be returned with the vendors invoice in order for payment to be made.

Regularly scheduled Authority meetings are held the fourth Thursday of each month. Properly submitted vouchers, received by the Authority no later than the tenth (10th) day of the month, will be processed and paid 15 days after the Authority meeting.

### **New Jersey Business Registration Requirements P.L. 2004, c.57**

The bidder should include a copy of their New Jersey Business Registration Certificate with their bid.

**Per P.L. 2009, c.315 (A-557/S2366)** now permits filing prior to award of contracts if not filed with bid as long as the bidder had obtained the BRC prior to receipt of bids date.

The bidder shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.


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

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

A business organization 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.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:		TRADE NAME:
TAXPAYER IDENTIFICATION#:		SEQUENCE NUMBER:
ADDRESS:		ISSUANCE DATE:
EFFECTIVE DATE:		<i>John S. Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

These are samples of the ONLY acceptable Business Registration Certificates.

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

### Default

In the event that the vendor/contractor fails to furnish and deliver the materials set forth under this contract, The Authority reserves the right to procure this material, for their needs, in the open market and charge the excess cost above the contract bid price, if any, to the vendor/contractor.

Upon default on the part of the vendor/contractor in the performance of any of the terms and conditions of this contract, the Authority shall have the right to terminate the contract in addition to any other remedy to which the Authority may be legally entitled, including liability to said Authority for any and all damages incurred to the Authority by reason of said failure or default.

### Indemnification

The vendor/contractor shall indemnify and save harmless to the fullest extent permitted by law, the Authority and the Authority's officials, officers, agents, consultants and employees, from and against and all losses and claims, demands, payments, suits, actions, or recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said vendor/contractor, his agents, or employees in the execution of its obligations hereunder.

### Federal, State and Local Taxes (if applicable)

The vendor/contractor shall study all tax laws for the jurisdiction in which the work is to be done, particularly so-called "Sales and Use Taxes" for which he may be liable as a consumer or user of goods. The Authority is a tax exempt organization and such taxes shall not be included in the bid amounts.

### State of New Jersey Affirmative Action Requirements

#### I. Affirmative Action Requirements

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

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

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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.

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, and conform with the applicable employment goals, 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 service contract, one of the following three documents:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

#### Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# TECHNICAL SPECIFICATIONS

## OUTDOOR, WALL-MOUNTED LED LUMINAIRE PROCUREMENT

### 1.0 GENERAL

The OCUA is soliciting bids for procurement and delivery of outdoor, wall-mounted light-emitting diode (LED) luminaires in accordance with this Specification.

### 1.01 SUMMARY OF WORK

- A. The Ocean County Utilities Authority (OCUA) owns and operates three water pollution control facilities; Northern, Central, and Southern. Each facility has a campus-style layout of buildings. Each building has outdoor, wall mounted luminaires of varying types and wattages. OCUA is replacing all the existing outdoor, wall-mounted luminaires installed on each building with LED wall-mounted luminaires. The Supplier shall furnish and deliver the requisite number of replacement luminaires to each facility. The OCUA electrical staff at each facility will perform all work required to replace the luminaires with the new Supplier-furnished LED luminaires.
- B. OCUA has applied for a rebate through the New Jersey SmartStart Buildings Program. In order to receive the rebate, the Supplier-furnished LED fixtures must comply with the Design Lights Consortium Product Qualification Criteria, latest edition, for Outdoor Wall-Mounted Area Luminaires.
- C. The existing luminaire types, wattages, and mounting heights are provided as an attachment to this Technical Specification. The Supplier shall provide LEDs that provide as near as practicable equivalent photometric output to the existing fixtures.
- D. Provide five (5) year Parts and Labor Warranty on all equipment and systems furnished.
- E. Provide four (4) copies of final Operation and Maintenance Manuals for all LED fixtures provided in accordance with the Technical Specifications.
- F. Provide training services for installation, break-in, and maintenance as described herein.

### 1.02 APPLICABLE STANDARDS, CODES, AND REGULATIONS

- A. Underwriters Laboratories (UL)
- B. Design Lights Consortium Product Qualification Criteria
- C. American National Standards Institute (ANSI) – ANSI C78.377-2008.
- D. National Fire Protection Associates (NFPA) – NFPA-70, National Electrical Code.

### 1.03 QUALITY ASSURANCE

- A. The use of a manufacturer's name and model or catalog number is for the purpose of establishing

the standard of quality and general configuration desired.

- B. Like items of materials and equipment shall be the end product of one manufacturer so as to provide standardizations in appearance, operation, maintenance, and manufacturer's service.

#### **1.04 BID SUBMITTALS**

The following additional information must be submitted with the bid proposal:

- A. Certification that the equipment to be provided shall comply with the Specifications in every respect.
- B. Manufacturer's model numbers and technical data, such as standard drawings, schematics, performance information, etc., for standard units similar to those which the Bidder intends to provide.
- C. Certification that warranties are to be provided in accordance with the Specifications.

#### **1.05 SHOP DRAWINGS**

- A. The Supplier shall submit for the review of the Engineer, shop drawings for the equipment proposed under the Contract.
- B. Shop drawings submitted for the Engineer's review shall bear the Supplier's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Engineer's review of the Supplier's shop drawings shall be considered as a service given as assistance in interpreting the requirements of the Contract and in no way shall it relieve the Supplier of any of his responsibilities under the Contract. Any work done in advance of receipt of fully approved shop drawings returned by the Engineer and noted as "no exception taken" shall be entirely at the Supplier's risk.
- D. The Engineer's review will be confined to review for compliance with the Contract Specifications only and will not be for the purpose of checking dimensions, weights, clearances, fittings, and tolerances. Drawings found to be inaccurate or otherwise in error shall be returned to the Supplier for correction before submitting them to the Engineer.
- E. All submissions shall be properly referenced to indicate clearly the service and function of the particular item. Where manufacturer's publications in the form of catalogs, pamphlets or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which review is requested. Identification of items shall be made in ink and submissions showing only general information are not acceptable. Modify drawings and diagrams to delete information, which is not applicable to the work and supplement standard information if necessary to provide data specifically applicable to the work.
- F. The Supplier shall submit four (4) sets of all shop or working drawings for the equipment. Only drawings that have been checked and corrected by the manufacturer shall be submitted. The Supplier shall be responsible for the prompt submission of all shop or working drawings so that

there shall be no delay to the work due to the absence of such drawings. Shop drawings shall be either 8 x 11 inches, or 11 x 17 inches.

G. The shop drawings shall show, as a minimum:

1. Performance characteristics, capacities, materials of construction, and other relevant technical information demonstrating compliance with the requirements of the Specifications;
2. Dimensions and clearances required (as appropriate);
3. Electrical characteristics and requirements (as appropriate);
4. Indicate type and brand of all coatings (as appropriate);
5. Applicable standards, such as IEEE, ANSI, NFPA, IEC, UL, NEMA standards, etc.

H. Review of Shop Drawings:

1. After the Engineer completes his review, Shop Drawings will be marked with one of the following Action Codes:
  - No Exceptions Taken
  - Make Corrections Noted
  - Amend and Resubmit
  - Rejected - See Remarks
2. If a submittal is acceptable, it will be marked "No Exceptions Taken" or "Make Corrections Noted." Upon return of a submittal so marked, the Supplier may order, ship, fabricate, or commence Work, as appropriate, with regard to the items and/or materials included in the approved submittal, provided it is in accordance with all corrections indicated (if any).
3. If a submittal marked "Make Corrections Noted" has extensive corrections or corrections affecting other Shop Drawings or Work, the Engineer may require that the Supplier make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such drawings will have the notation "Make Corrections Noted - Resubmit."
4. If a submittal is unacceptable, it will be marked either "Amend and Resubmit" or "Rejected - See Remarks."
5. Upon return of a submittal marked "Amend and Resubmit," the Supplier shall make the corrections indicated and repeat the initial approval procedure. The "Rejected - See Remarks" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the Supplier shall repeat the initial approval procedure utilizing material, equipment, etc. that is acceptable.
6. All related Work performed or equipment fabricated, delivered, or installed without a "No Exceptions Taken" or "Make Corrections Noted" Shop Drawing shall be at the sole responsibility of the Supplier.
7. In all cases, two (2) reviewed Shop Drawings shall be returned to the Supplier.

## **1.06 OPERATIONS AND MAINTENANCE MANUALS**

The Supplier shall provide two (2) sets of completed O&M Manuals and two (2) copies of complete O&M Manuals on a CD as outlined below.

A. Form of Submittal

Prepare data in the form of an instructional manual for use by the OCUA's personnel. The manual shall contain:

1. Local source of supply for parts and replacements.
2. Technical Bulletins, Service Manuals with schematic wiring diagrams, etc.
3. Product Data - if submitted in the form of Manufacturer's published data.
  - a. Include only those sheets that are pertinent to the specific product.
  - b. Clearly identify data applicable to the installation.
  - c. Delete references to inapplicable information.
4. Drawings: Supplement product data with drawings as necessary to clearly illustrate relations of component parts of equipment and systems.
5. Copy of each warranty bond and service Contract issued.
6. Provide an information sheet for OCUA's personnel providing the following:
  - a. Proper procedures in the event of failure.
  - b. Instances that might affect validity of warranties or bonds.

B. Manual for Equipment and Systems

1. Content for equipment and systems shall contain the following, as appropriate:
  - a. Description of unit and component parts.
  - b. Installation Instructions.
  - c. Function, normal operating characteristics, and limiting conditions.
  - d. Engineering data and tests.
  - e. Complete nomenclature and commercial number of replaceable parts.
2. Operation procedures: break-in, routine and normal operation instructions.
3. Manufacturer's printed operating and maintenance instructions.
4. Manufacturer's published warranty.

## **1.07 SUPPORT**

- A. The Supplier shall provide on-site technical support to the OCUA's staff regarding the initial installation, startup, operation, and maintenance as listed in the Specification. After acceptance by the OCUA, the Supplier shall provide technical support via telephone to the OCUA's Operations and Maintenance staff for future operating, maintaining, and trouble-shooting.

TECHNICAL SPECIFICATIONS

LEDL-12-275

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## **1.08 SHIPPING AND IDENTIFICATION**

- A. Protect surfaces exposed during shipment to assure protection from corrosion for a period of one year.
- B. Cap, plug or otherwise protect openings to prevent entrance of foreign material.
- C. Handle, ship, and store all equipment in strict accordance with the manufacturer's recommendations.

## **1.09 QUALITY OF EQUIPMENT AND WORKMANSHIP**

- A. Equipment and appurtenances shall be designed in conformity with IEEE, ANSI, NEMA, UL, and IEC and other generally accepted applicable standards. Equipment shall be of rugged construction and of sufficient strength to withstand all stresses that may occur during fabrication, testing, transportation, installation and all conditions of operations.
- B. Whenever possible, the equipment shall be of the equipment manufacturer's standard construction, for interchangeability of parts, and shall essentially duplicate equipment that has been in satisfactory service in similar applications.
- C. Specific quality assurance requirements in accordance with the Technical Specifications.

## **1.10 DELIVERY, SCHEDULE, AND SITE**

- A. The delivery shall be F.O.B. DESTINATION, FREIGHT PREPAID, between 0830 hours and 1500 hours to the following:
  - Northern Water Pollution Control Facility  
255 Mantoloking Road  
Brick, NJ 08723
  - Southern Water Pollution Control Facility  
150 Cedar Run Dock Road  
Cedar Run, NJ 08092
  - Central Water Pollution Control Facility  
501 Hickory Lane  
Bayville, NJ 08721
- B. The Supplier shall notify the OCUA when the equipment is ready for shipment. Upon receipt of the notification, the OCUA will notify the Supplier of the desired delivery date. The Supplier shall acknowledge the receipt of notice and confirm the actual date and approximate time at least three (3) days prior to the established delivery date.
- C. The Shop Drawings shall be submitted within two (2) weeks from the date of award of Contract. Upon review and approval of the shop drawings, the OCUA shall issue a "Notice to Proceed." The Supplier shall furnish all equipment within sixty (60) consecutive calendar days from the

date specified in the "Notice to Proceed."

- D. In the event that the Supplier fails to deliver the equipment by the date indicated above, the Supplier shall be liable to the OCUA for liquidated damages at the sum of **\$50** per unit per day for each and every day the delivery date is exceeded.
- E. The Supplier shall not be charged liquidated damages when the OCUA determines that the Supplier is without fault and the Supplier's reasons for time extension are acceptable to the OCUA. Time extensions may be granted if delays are caused by acts of God or of public enemy, acts of the OCUA, strikes, fires, flood, etc., provided that the Supplier shall within ten (10) days from the beginning of such delay notify the OCUA, in writing, of the causes of delay. The OCUA shall ascertain the facts and extent of the delay and notify the Supplier of its decision in the matter.

### **1.11 FAILURE OF EQUIPMENT**

- A. Any defects in the equipment, and/or material, or deviations from the guarantees or requirements of the specifications, shall be promptly corrected by the Supplier by replacement and/or OCUA-approved repair. The decision of the OCUA as to whether or not the Supplier has fulfilled his obligations under the Contract shall be final and conclusive. If the Supplier fails to correct all defects or deviations, or if the replaced equipment or materials, when tested shall fail to meet the guarantees or specified requirements, the OCUA, notwithstanding his having been made partial payment for work and materials which have entered into the manufacture of such equipment, may reject equipment and order the Supplier to remove them from the premises at the Supplier's expense.
- B. If the OCUA rejects a particular item of equipment, then the Supplier hereby agrees to pay to the OCUA all sums of money paid to him for the rejected equipment. Upon receipt of such monies, the OCUA will execute and deliver to the Supplier a bill of sale of all his rights, title and interest in and to the rejected equipment. The bill of sale shall not abrogate the OCUA's right to recover damages for delays, losses, or other conditions arising out of the basic Contract.

### **1.12 GUARANTEE**

- A. The Supplier guarantees that the equipment to be furnished under this Contract shall be free from defect or flaws shall be in accordance with the specifications. That the strength of all parts of all manufactured equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. The guarantee period shall be in accordance with the specifications. The Supplier shall repair or replace as required, promptly and without charge, all work, equipment, and material or parts thereof, which fail to meet the above guarantee during the period herein quoted.
- B. The guarantee period shall in no way affect the OCUA's right of recovery for breach of any express or implied warranties and as such shall be governed by N.J.S.A. 12:-1-1 et. seq. and any other applicable remedies.

## **2.0 PRODUCTS**

## 2.01 LUMINAIRE SPECIFICATIONS

- A. Color Uniformity – The (CCT) correlated color temperature shall follow the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.
- B. Finish – Chip and fade resistant polyester powder coat finish.
- C. Ambient Temperature: Suitable for use in 50° C (122° F) ambient temperatures.
- D. Cold Weather Starting: The minimum starting temperature is -30°C.
- E. Color Accuracy: 69 CRI
- F. Dark Sky Approved: The International Dark Sky Association have approved each proposed luminaire.
- G. Driver: Automatic Voltage Sensing Driver for 120-277 volts, 60 Hz.
- H. Equivalency: Shall have sufficient lumen output to match existing wall-mounted luminaires identified for replacement in this specification.
- I. Gaskets: High Temperature Silicone.
- J. Green Technology: LED luminaires shall be Mercury and UV free.
- K. LED: Lamp shall be supplied with fixture.
- L. Heatsink: Construction shall permit optimal heat sinking to ensure cool operation with maximum LED life and light output.
- M. Housing: Precision die cast aluminum housing, lens frame and mounting plate.
- N. IESNA LM-79 and IESNA LM-80 Testing: LED luminaires shall have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy “Lighting Facts” label.
- O. LED Light Engine: Multi-chip 10W high output long life.
- P. LED driver: Constant Current, Class 2.
- Q. Lamp Requirements:
  - 1. L70 Luminaire Maintenance:
    - i. 50,000 HR
    - ii. At 6,000 hours; L70 = 95.8%
  - 2. Minimum Light Output: 1,000 lumens

3. Zonal lumen requirements:
    - i. 100 % : 0-90°
    - ii. <10 %: <80-90°
  4. Minimum Luminaire Efficacy: 60 lumens/watt.
  5. Allowable CCTs (ANSI C78.377-2008): ≤5,700K
  6. Minimum CRI: 50
- R. Total Harmonic Distortion: TDH = 8.4%.
- S. Two Mounting Options:
1. Junction box with five conduit entry points.
  2. Threaded plugs for surface mounting plus cover plant for mounting over 4-inch recessed junction box.
- T. UL Listing: Suitable for wet locations.
- U. Color: To be determined by OCUA.
- V. Minimum Luminaire Warranty: Five (5) years.

## 2.02 EQUIVALENT LUMINAIRE

- A. The following is a list of the existing outdoor wall-mounted luminaires by WPCF:

<u>Existing NWPCF Wall-Mounted Luminaires</u>	<u>Quantity</u>
300 W Quarts	1
150 W Incandescent	4
70 W HPS	55
100 W HPS	18
<u>150 W HPS</u>	<u>2</u>
<b>Total</b>	<b>80</b>

<u>Existing SWPCF Wall –Mounted Luminaires</u>	<u>Quantity</u>
70 W HPS	73
50 W MH	8
<u>175 W MH</u>	<u>8</u>
<b>Total</b>	<b>89</b>

<u>Existing CWPCF Wall-Mounted Luminaires</u>	<u>Quantity</u>
50 W HPS	1
100 W HPS	118
150 W HPS	22
100 W MH	21
150 W MH	10
<u>175 W MH</u>	<u>28</u>
<b>Total</b>	<b>200</b>

- B. The Supplier shall provide LED fixtures with as-near-as practicable equivalent lumen output to the fixtures listed above.
- C. The Supplier shall deliver to each respective WPCF, LED luminaires equivalent to the quantities and types listed above.

### **2.03 PREPARATION FOR SHIPMENT**

- A. Preparation for shipment shall be in accordance with the manufacturer's standard shipping procedures.
- B. One complete set of instructions books and installation drawings shall be included with the equipment when shipped.

### **3.0 EXECUTION**

#### **3.01 SERVICES OF MANUFACTURER'S REPRESENTATIVE**

- A. The successful bidder shall arrange for a qualified manufacturer's representative to verify that the initial luminaire installations at each WPCF are in accordance with the luminaire manufacturer's requirements and the equipment is ready for operation. The representative shall inspect, operate, and test the luminaire for compliance with the specification requirements and the New Jersey SmartStart Buildings Program rebate qualification requirements.
- B. On completion of the installation by OCUA's personnel, the manufacturer's representative shall submit a complete signed report of the result of the inspection, operation, and tests. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report also shall include a certificate that the equipment conforms to the requirements of the Contract, the New Jersey SmartStart Buildings Program rebate qualification requirements, the luminaires are ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.

#### **3.02 STARTUP, EQUIPMENT TRAINING, AND SUPPORT**

- A. The successful bidder shall provide the services of a manufacturer's authorized representative to provide startup, training and break-in services.
- B. The successful bidder shall provide a minimum of two (2) hours of time at each WPCF, (total of six hours, not including travel time) by a manufacturer's trained and authorized instructor.
- C. The objective of all training is to provide OCUA's plant personnel with sufficient information and training of the theory, design, and site specific operation and maintenance practices.
- D. Training shall be of classroom type, and "hands-on" training. Instructors travel time will not be included in the training hours above.

- E. After the specified training is complete, the successful bidder shall be available to the OCUA via telephone to answer any questions.

### **3.03 OPERATION AND MAINTENANCE MANUALS**

- A. Upon successful completion of the start up and training, the supplier shall provide two (2) sets of completed O&M Manuals and two (2) copies of the complete O&M Manual on CD. Each manual shall contain specific information about the operation, maintenance, care, notification information in the event of equipment failure and all warranties and guarantees.

### **ATTACHMENTS**

- A. Existing NWPCF Wall-mounted Lighting Luminaires
- B. Existing CWPCF Wall-mounted Lighting Luminaires
- C. Existing SWPCF Wall-mounted Lighting Luminaires

## ATTACHMENT A

### Existing NWPCF Wall-mounted Lighting Fixtures

Building	Lamp Wattage	Type	Mounting Height (Ft)	Quantity	VOLTAGE
COGENERATION BUILDING	70	HPS	20	2	110
COGENERATION BUILDING	100	HPS	8	3	110
DIGESTER FEED BUNKER DOORWAY	150	INC	9	1	110
DIGESTER FEED BUNKER MCC	70	HPS	7.5	2	110
EFFLUENT BUILDING	70	HPS	20	10	110
MAIN PUMP BUILDING	70	HPS	9.5	7	110
MAIN PUMP BUILDING	100	HPS	23.5	8	110
NORTH STORAGE SHED	150	HPS	13	1	110
O&M BUILDING	70	HPS	15	12	110
O&M BUILDING	150	HPS	14	1	110
PRIMARY BUNKER #5 & #6	70	HPS	8	2	110
PRIMARY BUNKER #5 & #6	100	HPS	9	1	110
RAW SLUDGE BUILDING	70	HPS	22	6	110
RAW SLUDGE BUILDING	150	INC	22	2	110
RETURN SLUDGE BUILDING	70	HPS	12.5	8	110
SLUDGE HANDLING BUILDING	70	HPS	20	5	110
SLUDGE HANDLING BUILDING	100	HPS	13	6	110
SLUDGE HANDLING BUILDING	150	INC	20	1	110
SLUDGE HANDLING BUILDING	300	QUARTS	20	1	110
SOUTH STORAGE SHED	70	HPS	12	1	110
<b>Total</b>				<b>80</b>	

## ATTACHMENT B

### Existing CWPCF Wall-mounted Lighting Luminaires

Building	Lamp Wattage	Type	Mounting Height (Ft)	Quantity
Fertilizer Manufacturing	50	HPS	12	1
Sludge Handling Facility	100	HPS	8	10
Sludge Receiving Station	100	HPS	8	1
Fertilizer Manufacturing	100	HPS	8	10
Engineering & Construction Operations	100	HPS	8	7
Operations	100	HPS	8	1
Central Services	100	HPS	8	11
Service Water	100	HPS	10	5
Effluent Pump Station	100	HPS	10	7
Activated Sludge	100	HPS	10	8
Process Air Blower	100	HPS	10	7
Primary Sludge	100	HPS	10	2
Potable Water	100	HPS	10	2
Septage Receiving	100	HPS	10	1
Sludge Handling Facility	100	HPS	10	15
Fertilizer Manufacturing	100	HPS	10	9
Central Maintenance	100	HPS	10	7
Process Air Blower	100	HPS	12	1
Emergency Generation	100	HPS	12	9
Primary Sludge	100	HPS	15	1
Emergency Generation	100	HPS	18	3
Primary Sludge	100	HPS	20	1
Central Storage	100	MH	8	11
Vehicle Maintenance	100	MH	10	10
Emergency Influent Pump Station	150	HPS	12	3
Central Services	150	HPS	15	16
Central Services Storage	150	HPS	15	2
Technical Services	150	HPS	22	1
Vehicle Maintenance	150	MH	10	10
Influent Pump Station	175	MH	8	15
Grit and Screenings	175	MH	10	8
Grit and Screenings	175	MH	12	4
Grit and Screenings	175	MH	20	1
			<b>Total</b>	<b>200</b>

## ATTACHMENT C

### Existing SWPCF Wall-mounted Lighting Fixtures

<b>Building</b>	<b>Lamp Wattage</b>	<b>Type</b>	<b>Mounting Height (Ft)</b>	<b>Quantity</b>	<b>Voltage</b>
Operations & Maintenance	70	hps	8ft	5	277 v
Operations & Maintenance	175	mh	12ft	8	277 v
Welding Shop	70	hps	8ft	3	277 v
Effluent Pump Station	70	hps	8ft	4	277 v
Activated Sludge	70	hps	8ft	6	277 v
Process Air Blower	70	hps	8ft	2	277 v
Primary Sludge	70	hps	8ft	6	277 v
Potable Water	70	hps	8ft	2	277 v
Septage Receiving	70	hps	12ft	3	277 v
Sludge Handling Facility	70	hps	12ft	9	277 v
Sludge Handling Facility	70	hps	8ft	14	277 v
Generator building	50	mh	10ft	4	120v
generator building	50	mh	20ft	4	120v
Influent Pump Station	70	hps	12ft	19	277 v
<b>Total</b>				<b>89</b>	

<b>NWPCF WALL PACK TOTALS</b>		Quantity
No. of 300 W QUARTS		1
No. of 150 W INC		4
No. of 50 W HPS		0
No. of 70 W HPS		55
No. of 100 W HPS		18
No. of 150 W HPS		2
No. of 150 W MH		0
No. of 100 W MH		0
No. of 175 W MH		0
	<b>Total</b>	<b>80</b>

<b>SWPCF Wall Pack Totals</b>	
No. of 70 W HPS	73
No. of 100 W HPS	0
No. of 150 W HPS	0
No. of 50 W MH	8
No. of 100 W MH	0
No. of 175 W MH	8
<b>Total</b>	<b>89</b>

<b>CWPCF Wall Pack Totals</b>	
No. of 50 W HPS	1
No. of 100 W HPS	118
No. of 150 W HPS	22
No. of 150 W MH	10
No. of 100 W MH	21
No. of 175 W MH	28
<b>Total</b>	<b>200</b>

**THE OCEAN COUNTY UTILITIES AUTHORITY  
CHECKLIST**

BID NO. LEDL-12-275 ITEM: LED LUMINAIRES

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- |  |                            |
|--|----------------------------|
| 1. BID PROPOSAL (SIGNED)   | _____                      |
| 2. ALL ARITHMETIC IN BID PROPOSAL CHECKED                                | _____                      |
| 3. BID BOND (SIGNED, SEALED, WITH POWER OF ATTORNEY)                     | <b><u>NOT REQUIRED</u></b> |
| 4. CHECK, IF SUPPLIED IN LIEU OF BID BOND (CERTIFIED OR CASHIER'S CHECK) | <b><u>NOT REQUIRED</u></b> |
| 5. AGREEMENT OF SURETY (SIGNED)  | <b><u>NOT REQUIRED</u></b> |
| 6. OWNERSHIP STATEMENT   | _____                      |
| 7. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED)                        | _____                      |
| 8. AFFIRMATIVE ACTION QUESTIONNAIRE                                      | _____                      |
| 9. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE         | _____                      |
| 10. ONSITE HAZARDOUS/NONHAZARDOUS SAFETY PRECAUTIONS                     | <b><u>NOT REQUIRED</u></b> |
| 11. SUBMITTALS   | _____                      |
| 12. CHECKLIST  | _____                      |

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE PRINT OR TYPE:**

NAME AND TITLE: \_\_\_\_\_

BUSINESS NAME & \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BID FORM

This bid will not be accepted after 11:30 a.m., prevailing time, on January 12, 2012, at which time all bids will be publicly opened and read.

The Undersigned Bidder hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

The Ocean County Utilities Authority  
501 Hickory Lane  
Bayville, New Jersey 08721

The Undersigned Bidder hereby certifies that he has carefully read and understands the requirements set forth in the Advertisement for Bids, Instructions to Bidders, General and Technical Specifications and the Bid Form and offers the following Bid:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	1ea Furnishing the NWPCF Outdoor Wall-Mounted LED Luminaires with two (2) Hours of On-Site Commissioning and Start-Up as described in the Specifications.	_____	_____
2	1ea Furnishing the CWPCF Outdoor Wall-Mounted LED Luminaires with two (2) Hours of On-Site Commissioning and Start-Up as described in the Specifications.	_____	_____
3	1ea Furnishing the SWPCF Outdoor Wall-Mounted LED Luminaires with two (2) Hours of On-Site Commissioning and Start-Up as described in the Specifications.	_____	_____
TOTAL BID AMOUNT		_____	

If the bidder is a Corporation, give the following information:

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

(Name & Title)

Incorporated under the laws of the State of \_\_\_\_\_.

President \_\_\_\_\_

(Name)

Secretary \_\_\_\_\_

(Name)

Treasurer \_\_\_\_\_

(Name)

Dated: \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, or Non-Incorporated Organization, give the following information:

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

(Name & Title)

Names and Addresses of  
Members of Company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

**IF NONE, SO STATE or CHECK HERE**

INDIVIDUAL

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the foregoing information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Title

**NON-COLLUSION AFFIDAVIT**

STATE OF

SS:

COUNTY OF

I, \_\_\_\_\_, of the City 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 \_\_\_\_\_, (Title), of the firm of \_\_\_\_\_

\_\_\_\_\_, the Bidder,

making the Bid for the following named project: \_\_\_\_\_, and that I executed the said Bid, 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 Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County Utilities Authority relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for 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 maintained by \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Type or print name of affiant)

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

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

My commission expires \_\_\_\_\_, 20 .  
(Seal)

## **AFFIRMATIVE ACTION QUESTIONNAIRE**

PLEASE COMPLETE THIS QUESTIONNAIRE AND RETURN IT WITH YOUR BID. IN THE EVENT YOUR COMPANY IS AWARDED A CONTRACT WE WILL PROVIDE YOU WITH THE PROPER FORM AS YOU HAVE INDICATED.

DOES YOUR COMPANY HAVE A FEDERAL APPROVED AFFIRMATIVE ACTION PLAN?

YES (    )                      NO (    )

\*IF **YES**, SUBMIT A PHOTO COPY OF THE FEDERAL LETTER OF APPROVAL (FEDERAL LETTER MUST BE LESS THAN ONE YEAR OLD)

\*IF **NO**, DOES YOUR COMPANY HAVE N.J. STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT>

YES (    )                      NO (    )

\*IF YES, SUBMIT A PHOT COPY OF THE CERTIFICATE.

\*IF NO, AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (A.A.302) WILL BE PROVIDED TO YOU AT THE TIME OF AWARD.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO BEST OF MY KNOWLEDGE.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_