

# 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 February 10, 2012 for:

Contract PCVS-12-277

Furnish and Deliver One (1) Frame-Mounted Dust Free Pneumatic Carbon Vacuum (PCV) System as Manufactured by VAC-U-MAX Model WTACGP105025WAMFA, or Equivalent.

Bids must be submitted on forms prepared by the Authority. All bids must be enclosed in sealed envelope, approximately 10" x 15", 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 is an award and deliver contract.**

**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 computation by the Authority of the extended totals 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>J.P. &amp; 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.

## Sales and Use Taxes

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 SPECIFICATION**

### **Dust Free Pneumatic Conveying System for Activated Carbon**

#### **1.0 GENERAL**

The OWNER is soliciting bids for the procurement and delivery of one (1) Frame-Mounted Dust Free Pneumatic Carbon Vacuum (PCV) System to facilitate the removal of granulated activated carbon from odor control adsorption vessels.

The Vendor shall furnish a complete frame-mounted PCV system with all of the required and ancillary equipment, hardware, mounting brackets and appurtenances as described herein.

The installation of the frame-mounted PCV system onto its designated vehicle will be completed by OWNER personnel.

#### **1.01 SUMMARY OF WORK**

- A. Furnish and deliver one (1) Frame-Mounted Pneumatic Carbon Vacuum (PCV) System with selected appurtenances for installation onto an Owner designated vehicle.
- B. Provide one (1) man-day of site visit for startup field services and training.
- C. Provide a one-year warranty on all equipment and component systems provided
- D. Provide four (4) copies of final Operations and Maintenance Manuals and two (2) on a CD for all equipment, systems and ancillary components provided. Manuals should clearly identify each component and sub-system utilized in the manufacture and production of the PCV mechanical, electrical and instrumentation systems

#### **1.02 APPLICABLE STANDARDS, CODES AND REGULATIONS**

- A. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA).
- B. Underwriters Laboratory (UL).
- C. National Electrical Manufacturers Association (NEMA).
- D. American Society of Testing Materials (ASTM).
- E. American Society of Mechanical Engineers (ASME).
- F. American Welding Society (AWS).
- G. The National Board of Boiler and Pressure Vessel Inspectors (National Board).
- H. State of New Jersey – Department of Labor and Workforce Development, Boiler

and Pressure Vessel Compliance, N.J.A.C. 12:90 Boilers, Pressure Vessels & Refrigeration.

- I. Where reference is made to one of the above following standards, the revisions in effect at the time of the bid opening shall apply.

### **1.03 QUALITY ASSURANCE**

- A. Provide as specified herein.
- B. Equipment utilized in the manufacture of the PCV shall be standard cataloged products and modified to provide compliance with the specifications and service conditions specified and indicated
- C. 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.
- D. Like items of materials, equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts, and manufacturer's service.
- E. All welding shall be in accordance with all applicable AWS standards

### **1.04 BID SUBMITTALS**

- A. The Vendor shall provide the following additional information which must be submitted with the bid proposal:
  1. Certification that the equipment to be provided shall comply with the specifications in every aspect.
  2. Manufacturer's model numbers and technical data, such as standard drawings, schematics, performance information, etc., for standard units similar to those which the Vendor intends to provide.
  3. Certification that warranties are to be provided in accordance with the specifications.
  4. Submit installation reference list in accordance with these specifications.

### **1.05 SHOP DRAWINGS AND SUBMITTALS**

- A. The Vendor shall submit the following with regard to equipment and ancillary components to be supplied:
  1. Manufacturer's installation requirements, dimensional drawings, schematics, and cut sheets of all components used in the assembling of the finished product, including all dimensions and locations where components are installed.

2. Manufacturer's technical data regarding total system weight, capacities, rating and performance, etc.
  3. Templates, locations, and sizes of all anchor bolt and appurtenant connections.
  4. Schematic control and power wiring diagrams.
  5. Materials of construction for all components.
  6. Paint/coating system to be used.
- B. Submit Operation and Maintenance Data for all supplied equipment, components and appurtenances.

### **1.06 OPERATIONS AND MAINTENANCE MANUALS**

The Vendor shall provide four (4) 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 Owner'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 - 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 to be provided.
6. Provide an information sheet for Owner's personnel providing the following:
  - a. Proper procedures in the event of failure.
  - b. Instances that might affect validity of warranties.

B. Manuals 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.
  - f. Manufacturer's published warranty.
2. Operation procedures: break-in, routine and normal operation instructions.
3. Manufacturer's printed operating and maintenance instructions.
4. Recommended spare parts listing for all major components

**1.07 SUPPORT**

- A. The installation of the PCV unit onto the Owner-designated vehicle shall be done by Owner's personnel. The Vendor shall provide on-site technical support to the Owner's staff regarding the initial installation, startup, operation, and maintenance as listed in the specification. After acceptance by the Owner, the Vendor shall provide technical support via telephone to the Owner's Operations and Maintenance staff for future operating, maintaining, and trouble-shooting.

**1.08 SHIPPING AND IDENTIFICATION**

- A. Protect unpainted machined 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 DELIVERY, SCHEDULE, AND SITE**

- A. The delivery shall be F.O.B. DESTINATION, FREIGHT PREPAID, between 0830 hours and 1500 hours to the following:

Ocean County Utilities Authority  
Central Water Pollution Control Facility  
501 Hickory Lane  
Bayville, New Jersey 08721

Attention: Douglas P. Miller, Maintenance Engineer 732-269-4500 Ext.8227

- B. The Vendor shall notify the Owner/Owner's Representative when the equipment is ready for shipment. Upon receipt of the notification, the Owner will notify the Vendor of the desired delivery date. The Vendor 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 **three (3) weeks** from the date of award of Contract. Upon review and approval of the shop drawings, the Owner shall issue a "Notice to Proceed." The Vendor shall furnish all equipment within **ninety (90) consecutive calendar days** from the date specified in the "Notice to Proceed."

#### **1.10 FAILURE OF TESTS**

- A. Any defects in the equipment, or deviations from the guarantees or requirements of the specifications shall be promptly corrected by the Vendor. The decision of the Owner as to whether or not the Vendor has fulfilled his obligations under the Contract shall be final and conclusive. If the Vendor fails to correct all defects or deviations, or if the replaced equipment when tested shall fail to meet the guarantees or specified requirements, the Owner, 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 Vendor to remove them from the premises at the Vendor's expense.
- B. If the Owner rejects a particular item of equipment, then the Vendor hereby agrees to pay to the Owner all sums of money paid to him for the rejected equipment. Upon receipt of such monies, the Owner will execute and deliver to the Vendor 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 Owner's right to recover damages for delays, losses, or other conditions arising out of the basic Contract.

#### **1.11 WARRANTIES**

- A. The system must include a one-year warranty on all components covering parts and on-site labor. A factory-trained Authorized Service Representative (ASR) must be located within 250 miles of the site

## 1.12 GUARANTEE

- A. The Vendor 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 Vendor 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. The Owner will ship the failed unit during the guarantee period to the Vendor and Owner will pick up the unit from the Vendor when the repair work is complete.
- B. The guarantee period shall in no way affect the Owner'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 FRAME-MOUNTED DUST FREE PNEUMATIC CONVEYING SYSTEM FOR ACTIVATED CARBON REMOVAL

A. Acceptable Equipment

1. VAC-U-MAX Model WTACGP105025WAMFA
2. Or equal.

B. System Equipment and Ancillary Components

1. Pick-Up Point and Conveying Components (Hose, tubing, couplings and sweeps):
  - a. Provide one (1) pickup wand tubular air bleed type, 3-inch diameter tube size x 48-inch long, constructed of aluminum, with adapter assembly (male Camlock) 3-inch OD tube size aluminum, dust cap and chain.
  - b. Provide one (1) pickup wand tubular air bleed type, 3-inch diameter tube size x 96-inch long, constructed of aluminum, with adapter assembly (male Camlock) 3-inch OD tube size aluminum, dust cap and chain.
  - c. Provide one (1) pickup wand tubular air bleed type, 3-inch diameter tube size x 144-inch long, constructed of aluminum, with adapter assembly (male Camlock) 3-inch OD tube size aluminum, dust cap and chain.

- d. Twenty (20) feet of hose, PVC, made of FDA and USDA approved ingredients, static conductive by embedded copper strand wire 3-inch ID. Fitted with two (2) coupler assemblies (female Camlock type 3-inch) with 3-inch OD tube shank, constructed of aluminum. Fastened 3-4-inch hose clamps (304 stainless steel).

2. Receiver/Filter/Separator

- a. The Receiver/Filter/Separator shall be 12" x 22" diameter, 8 cubic foot (nominal) capacity with 70° cone design at the bottom, fabricated from 316L stainless steel with bead blast finish inside and outside.
- b. The Receiver/Filter/Separator body shall have a 3-inch inlet Camlock type radial inlet adaptor connection. Adaptor to be constructed of 316 stainless steel and shall be attached to the Receiver/Filter/Separator body with a stainless steel V-clamp and gasket. An internal deflector (316 stainless steel) shall be installed to direct incoming material away from the filters.
- c. The Receiver/Filter/Separator shall have a 12-inch diameter wafer-type discharge valve with double acting air operated actuator. The valve body shall be constructed from cast aluminum. The valve disk shall have a low profile wafer constructed from 316 stainless steel and have a removable silicone elastomer liner. The valve shall be designed for a vacuum pressure of 12 inches Hg (minimum). A 12-inch diameter dust sleeve adaptor constructed from polytetrafluorethylene (PFTE) laminated with felt polyester backing that is 18 inches in length shall be provided.
- d. The filter portion of the unit shall be equipped with a multi-filter housing constructed from the same material as the Receiver/Filter/Separator body. The filter housing shall contain seven (7) sock type or pleated bag type filters.
- e. The filters shall be manufactured from polytetrafluoroethylene (PFTE) media with a minimum of 28 square feet of surface area. The PFTE media shall be applied to a 14 ounce felt polyester substrate or backing and mounted on 316L stainless steel filter plate, including internal support cages. The housing shall be 22" diameter x 24" overhall height with two lifting lugs. The plenum shall be 24-inch diameter and constructed from carbon steel and coated with a material that is white in color and able to incur the service condition for which this unit will be used.
- f. A four-way (2.5-inch x 2.5-inch x 2.5-inch x 2.5-inch) low-pressure air cylinder actuator constructed of aluminum shall be

provided with 18-inch diameter 304 stainless steel clamps and hose included. A drum cover for connection (drums not included) shall be furnished.

- g. Filters shall be cleaned by a single or dual pulse of compressed air after each batch of material is conveyed through the filter separator. The filter system shall include an on-board air compressor with air reservoir regulator, gauge package, pulse valve, all fittings and controls to activate the filter cleaning function.

3. Secondary Filter

- a. One (1) Safety (secondary) cartridge filter assembly and located ahead of the vacuum pump. Filter shall be mounted in a horizontal position to prevent infiltration of debris into the vacuum pump blower.
- b. Filter cartridge shall have a minimum of 137 square feet of filter media with an option for a HEPA filter in lieu of the standard cartridge. (Cartridge shall be capable of being removed without tools from ground level on the curb side of the vacuum system.)

4. Vacuum Source (Vacuum Pump)

- a. Positive displacement vacuum pump, Gardner Denver Sutorbult Legend Series 4MP or equal driven at speeds not to exceed 3600 rpm.
- b. Motor and Drive system: 7.5 HP, 230/460V, 1750-1775 rpm, 3phase, 60hz, TEFC, Service Factor 1.15, Continuous-Duty Motor, Frame 213T, Class F insulation, with a multi-V belt drive.
- c. Include an OSHA approved belt guard which is removable and allows for belt service from curb side of vacuum system. Belt guard to be painted safety yellow.
- d. One (1) Vertical Exhaust silencer designed to reduce discharge noise to a level not to exceed 85 dBA at 3 feet (1 meter), as manufactured by EM Products, Model UE-25-140039 or equal.
- e. One (1) glycerin-filled vacuum gauge of the correct range which can be viewed from the curb-side
- f. One (1) Vacuum Relief Valve (Spring Loaded) which is factory set for 12 inches mercury (HG).

5. On-Board Packaged Air Compressor

- a. One (1) Air Compressor Package, heavy-duty industrial type, one stage design, cast-iron construction, driven by 2HP or 3 HP , 120/240V, 60 Hz, one-phase motor.
- b. The compressor package will have a minimum output of 4.3 SCFM at 125 psig and shall have a 30 gallon capacity air receiver that is constructed in accordance with ASME Boiler and Pressure Vessel Code.
- c. The air compressor motor will start when the vacuum system "cycle start" pushbutton is pressed on the main control panel and will turn off when the "cycle stop" is pressed.
- d. The compressor shall have sufficient capacity to operate all pneumatic components.

6. Control Panel Assembly with Starter

The Vendor-supplied control panel shall include the following features:

- a. UL listed.
- b. NEMA 4/12 Enclosure.
- c. Starter with fused disconnect.
- d. Internal solenoids, 3 x 4-way.
- e. High pressure air regulator and gauge.
- f. Required pushbuttons and control logic for full system function.
- g. Manual control of the convey, discharge, and pulse filter cleaning.
- h. 50 foot of power line (without plug).

7. Common Frame

Provide (1) Fabricated Common Frame

- a. All system components and controls are to be installed on a common frame fabricated from ASTM A36 carbon steel.
- b. The frame shall be mounted on an Owner vehicle by Owner personnel to allow for transport of the PCV system to various plant and pumping station locations. The frame shall be constructed such that it mounts on the Owner's flatbed truck which is 72 inches

wide and 96 inches long. The top surface of this bed is 42 inches from the ground. The receiver, when in the vertical position, shall be a minimum of 60 inches from the discharge nozzle to the ground, but no more than 65 inches. If the Vendor wishes to inspect the Owner's vehicle, arrangements can be made.

- c. The receiver support structure must allow the Receiver Assembly to rotate from a vertical to horizontal position for travel/transport.
- d. All welding should be performed in accordance with AWS best practices.
- e. Common frame to be painted "black" as per the coating requirements listed below.

## **2.02 PREPARATION FOR SHIPMENT**

- A. All ferrous metal parts that are not stainless steel shall be shop painted.
- B. Surface Preparation: Clean thoroughly in accordance with SSPC-SP2 and SSPC SP3 before receiving a sandblasting preparation equivalent to SSPC-SP6.
- C. Coatings:
  - 1. Coating system shall be as follows:
    - a. Primer Tnemec Series 66: Hi-Build Epoxoline, as manufactured by Tnemec Co., Inc., Kansas City, MO.
      - i. One coat at 5.0 mils, dry film thickness.
      - ii. Color: 1211 Red
    - b. Intermediate Coat: Tnemec Serices 69 Hi-Build Epoxyline II.
      - i. Two coats at 5 mils each, dry film thickness.
    - c. Top Coat: Tnemec Endura-Shield Series 73
      - i. One coat at 5.0 mils, dry film thickness
      - ii. Color to be selected by Owner.
  - 2. Allow initial coat to properly cure prior to application of topcoat.
  - 3. Coat in strict accordance with all requirements and recommendations of the coating manufacturer.

### **3.0 EXECUTION**

#### **3.01 INSTALLATION**

- A. The Owner will install the frame mounted PCV system onto an Owner-designated vehicle.

#### **3.02 FIELD PERFORMANCE TESTS**

- A. All sub-systems and components to be tested during fabrication and assembly, final function testing and field demonstration will be performed by vendor in the presence of Owner personnel.

#### **3.03 STARTUP, EQUIPMENT TESTING, AND SUPPORT**

- A. Provide one (1) man-day of site visit for startup field services and training.
- B. The on-site training listed in 3.03A to be provided by the manufacturer's trained and authorized instructor shall include PCV system training of Owner personnel. Training will include as a minimum use of device, safety features and maintenance.
- C. The objective of all training is to provide Owner's operational and maintenance personnel with sufficient information and skills training of the theory, design, and site specific operation and maintenance practices to assure that the equipment can be efficiently and effectively operated and maintained by the trainees upon completion of the training.
- D. Training shall be a combination of classroom, field, and "hands-on" training necessary to achieve this objective. Instructors travel time will not be included in the training hours above.
- E. After the formal training specified in 3.03.A is complete, the Supplier shall have available to the owner technical support to answer questions via telephone regarding the operation of the Supplier-furnished PCV system equipment.
- F. The location for the start-up, field performance testing, services and on-site training is as follows:

Ocean County Utilities Authority  
Central Water Pollution Control Facility  
501 Hickory Lane  
Bayville, New Jersey 08721

**THE OCEAN COUNTY UTILITIES AUTHORITY  
CHECKLIST**

BID NO. PCVS-12-277

ITEM: PNEUMATIC CARBON VACUUM SYSTEM

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 February 10, 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 Frame-Mounted Pneumatic Carbon Vacuum System as per the specifications.	_____	_____

**MANUFACTURER PROPOSING:** \_\_\_\_\_

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