

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 8, 2012 for:

Contract PEG-12-19

Thirty-Two (32) Drums of Pegasus 1005 Oil and Fifty-Five (55) Mobil Signum Gas Engine Oil Analysis Sample Kits, 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.

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.

Bid Security

Accompanying each bid shall be a certified check, cashier's check or bid bond in the amount of ten per cent (10%) of the amount bid, not to exceed \$20,000.00 payable to The Ocean County Utilities Authority, as a guarantee that the Agreement will be executed.

Bid deposits will be returned to all except the three (3) lowest bidders within ten (10) days, (Sundays and legal holidays excluded) after the formal opening of bids. Within three (3) days (Sundays and legal holidays excluded) after the Authority and the accepted Bidder have executed the contract agreement the bid security of the remaining unsuccessful bidders shall be returned to them. None of the three (3) lowest bids shall be deemed rejected, notwithstanding acceptance of one of the bids, until the contract agreement has been executed by both the Authority and the accepted bidder.

Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file, with each bond, a certified copy of their power of attorney to sign said bonds.

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 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.”

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. & 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.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
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.

SPECIFICATIONS

This oil is used in the Authority's cogeneration equipment: Waukesha engines, Models VHP 2895GL and VHP 3521GL, lean burn. These units utilize digester gas (methane), as a primary fuel.

The original manufacturer recommends the use of Mobil Pegasus Oil in its cogeneration engines for the extended life of each engine. Since the start up in 1989 the Authority has used Mobil Pegasus Oil and the Mobile Oil EM/PA program (Engine Maintenance through Progressive Analysis Program) now called Signum Gas Engine Oil Analysis at both the Bayville and Brick Cogeneration facilities. Having used Mobil Pegasus and the EM/PA/Signum Gas Engine Oil Analysis program almost exclusively for 20+ years it has allowed the Authority to develop a successful and most reliable maintenance program and a well documented history of engine performance. It is for this reason that the Authority has specified Mobil Pegasus 1005 as its "brand name" requirement.

ALL DISTRIBUTORS MUST SUBMIT, WITH THEIR BID, PROOF THAT THEY ARE A CERTIFIED DISTRIBUTOR OF THE PRODUCT PROPOSED.

All bidders shall be registered with the State and provide proof of that registration pursuant to the **Business Registration of Public Contractors. (P.L. 2004, c.57.)**

CONDITIONS

Any substitute must meet both chemical and physical characteristics under testing and must also be compatible with existing Pegasus 1005 oil currently in tanks and engines.

1. If a vendor proposes supplying a substitute product, that vendor must provide proof that the proposed substitute meets both the physical and performance specifications listed.

Acceptable proof, for the **physical** specifications listed, must be in the form of a signed, notarized statement from an **independent** testing laboratory. The analyses must be reported on the official letterhead of the laboratory performing the analyses and must include the following:

- a. The results of the analyses on the proposed substitute product.
- b. A copy of the methodologies used for the various analyses.
- c. The printed name and the signature of both the technician performing the test and the laboratory supervisor/manager certifying that the reported results are accurate and correct.
- d. The identification or certification number of the laboratory performing the analyses and the name of the certifying agency.

Acceptable proof, for the **performance** specifications listed, must be in the form of a signed, notarized statement from the equipment manufacturer performing the specified test. The test results must be reported on the official letterhead of the manufacturer performing the test and must include the following:

- a. The date the test was performed and the results of the test.
- b. A copy of the procedure(s) and/or methodologies used for the test.
- c. The title, printed name, and signature of the management level company representative responsible for conducting, or overseeing, the test(s) and reporting the results.

The vendor shall also supply a complete spectrochemical analyses on the proposed substitute to include analytical results, reported in parts per million, for iron, lead, copper, chromium, aluminum, nickel, silver, tin, silicon, boron, sodium, phosphorus, zinc, calcium, barium, magnesium, titanium, molybdenum, potassium, antimony concentrations, TBN, TAN, and Sulfated Ash analyses. This analyses is to be performed by an independent, certified testing laboratory and reported on a notarized laboratory reporting form.

No statement from a vendor, notarized or otherwise, shall, by itself, be considered proof that a proposed substitute meets the requirements listed. Any such claims must include supporting documentation as detailed in this section.

Failure to comply with this section shall cause a vendor to be deemed non-responsive.

2. The Authority may, *at its discretion*, waive the requirements of Section 1 in its entirety, and accept a substitute product if the following criteria are met:

- a. The proposed substitute is presently being manufactured for sale and use by the commercial and industrial communities.
- b. The proposed substitute is not one that is being blended or manufactured for the sole purpose of meeting the specifications of this contract.
- c. The product fully meets, *to the Authority's satisfaction*, the same criteria as that of the product originally specified. This includes, but is not limited to, the quality of the base stock, type of base stock, and quality of the additive package.
- d. A **commercially printed** manufacturers "Product Information Sheet" is supplied for the product being proposed. "Product Information Sheets" prepared for the sole purpose of meeting the specifications of this contract shall not be acceptable.
- e. A Material Safety Data Sheet, **meeting the New Jersey Right-To-Know reporting requirements** is supplied for the proposed product.

- f. It can be demonstrated that the proposed substitute has been tested and meets the same, or comparable, physical and performance criteria.

If the Authority establishes that the product proposed is not a viable substitute, it may deem the bidder non-responsive.

PHYSICAL REQUIREMENTS

Mobil Pegasus 1005 Natural Gas Engine Oil:

SAE Grade	40
Viscosity, ASTM D 445 mm ² /s @ 40°C	125
mm ² /s @ 100°C	13
Viscosity Index, ASTM D 2270	100
TBN, mg KOH/g	5
Pour Point, °C	-15
Flash Point, °C	247
Density @ 15.6 °C, ASTM D 4052 kg/l	0.85
Sulfated Ash, wt% ASTM D 874	0.5

PERFORMANCE REQUIREMENTS

Oil shall provide at a minimum, 6500 hours of service use before drain intervals are required.

ADDITIONAL REQUIREMENTS

Any bidder proposing an equivalent product must provide **WITH THEIR BID**, proof of performance. This proof shall be a list of three installations, with phone number and contact person, currently using the proposed lubricant in their equipment, which utilizes digester gas as a primary fuel and a coolant system operating in a temperature range of 212°F-265°F.

All oil delivered under this contract shall be in NO CHARGE, RETURNABLE drums. It is the responsibility of the Contractor to remove all empty drums upon notification.

All containers shall be labeled with the common name, chemical name and/or "CAS" number as per N.J.S.A. 34:5A-1 et. seq.

Material Safety Data Sheets, meeting the New Jersey Right-To-Know reporting requirements, for the product proposed under this bid shall be submitted after the contract is awarded, but prior to the release of any shipments to the Authority.

ENGINEERING SUPPORT AND PRODUCT TESTING REQUIREMENTS

The successful bidder will be required to provide Mobil's Signum Gas Engine Oil Analysis #MO92419, every 500 hours of run time acquired on Mobil Pegasus 1005. Number of samples to be specified by OCUA.

Mobil's Signum Gas Engine Oil Analysis #MO924191 consists of:

1. Oil Analysis which includes:

- Spectrochemical analysis to include analytical results, reported in parts per million, for iron, lead, copper, chromium, aluminum, nickel, silver, tin, molybdenum, titanium, boron, potassium, sodium, silicon, vanadium concentrations, PQ index, TAN, TBN, sulfated ash analysis, Vis 100C / SAE, Chlorine X-ray, Coolant indicator, oxidation, nitration and water.
- Assistance in identifying and correcting problems prior to equipment reaching failure.
- establishing frequency of sampling hours.
- establishing drain intervals.

2. Senior Lubrication Engineer who shall provide the following services:

- review of oil analysis and provision of ongoing interpretation of same.
- site visits on request, to review with plant personnel maintenance program.
- provide additional analyses when warranted, which can include borescoping, failure analysis, as well as on-site glycol contamination analysis.
- provide documentation in the form of engineering service reports.

Any bidder proposing an oil analysis program which it contends is equal to Mobil's Signum Gas Engine Oil Analysis #MO924191 program, MUST supply and submit sufficient documentation with their bid package to enable the Authority to evaluate if the proposed product is an equivalent to that specified to the satisfaction of the Authority in its sole discretion. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.

ORDERING PROCEDURE

A purchase order will be issued for a one time purchase of the amounts stated for Mobil Pegasus 1005 Gas Engine Oil and Mobil's Signum Gas Engine Oil Analysis #MO924191 sample kits. Quantities are as follows:

18 each 55 gallon drums of Mobil Pegasus 1005 for OCUA NWPCF facility.

14 each 55 gallon drums of Mobil Pegasus 1005 for OCUA CWPCF facility.

Total purchase of 32 each 55 gallon drums of Mobil Pegasus 1005

20 each Mobil Signum Gas Engine Oil Analysis #MO924191 sample kits for OCUA NWPCF facility.

35 each Mobil Signum Gas Engine Oil Analysis #MO924191 sample kits for OCUA CWPCF facility.

Total purchase of 55 each Mobil Signum Gas Engine Oil Analysis #MO924191 sample kits.

**THE OCEAN COUNTY UTILITIES AUTHORITY
CHECKLIST**

BID NO. PEG-12-19 ITEM: PEGASUS 1005 OIL

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) | _____ |
| 4. CHECK, IF SUPPLIED IN LIEU OF BID BOND (CERTIFIED OR CASHIER'S CHECK) | _____ |
| 5. AGREEMENT OF SURETY (SIGNED) | <u>NOT REQUIRED</u> |
| 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 | <u>NOT REQUIRED</u> |
| 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 8, 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, Specifications and the Bid Form and offers the following Bid:

- | | | | | |
|---|----|---|-------|-------|
| 1 | 32 | Thirty Two (32) drums of Pegasus 1005 Oil. | _____ | _____ |
| 2 | 55 | Fifty Five (55) Mobil Signum Gas Engine Oil Analysis #MO924191 Sample Kits as per 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: _____