



**INSTRUCTIONS TO BIDDERS**

**SPECIFICATIONS**

**AND**

**BID FORMS**

**FOR**

**DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)**

BIDS DUE: Thursday, September 7, 2017 at 11 AM

NAME OF BIDDER: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Commodity Code - 77545  
Phone # 856-829-1900

SOLICITATION: DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)

I M P O R T A N T

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The Burlington County Bridge Commission is not responsible for any bid misdirected in delivery by Person or Delivery Service.

BIDS MUST BE DELIVERED OR MAILED TO:

Burlington County Bridge Commission  
1300 Route 73 North  
PO Box 6  
Palmyra, NJ 08065-1090

Telephone Number: 856-829-1900

Any bid not in the possession of the Burlington County Bridge Commission by the specified prevailing time of bid opening will not be accepted and will be returned unopened.

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## NOTICE

### ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the Purchasing Agent for the Burlington County Bridge Commission, in the Conference Room of the Burlington County Bridge Commission Administration Building, 1300 Route 73 North, Palmyra, NJ 08065-1090 on Thursday, September 7, 2017 at 11 AM at which time sealed bids will be publicly opened and read aloud for the following solicitation:

#### DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS BCBC-201703

Instructions, specifications, and bid forms are available electronically on the Commission's website, [www.bcbridges.org](http://www.bcbridges.org). From the home page, click on Public Information and then Purchasing. At the bottom of the screen, the project is listed in the Bids, RFPs, RFQs table. First time users are required to register to view any documents other than the Advertisement. Those already registered are to log on with their User Name and Password. Any questions regarding the registration process are to be directed to Ms. Michelle Chiemiego, Purchasing Agent by email at [mchiemiego@bcbridges.org](mailto:mchiemiego@bcbridges.org). The bid is available in print format pursuant to the fees established by the New Jersey Open Public Records Act during regular office hours from the Burlington County Bridge Commission, 1300 Route 73 North, Palmyra, NJ 08065-1090, telephone number (856) 829-1900.

Bids must be made on standard bid forms in the manner designated therein and required by the specifications; must be enclosed in sealed envelopes and should bear the name and address of the bidder and "Deicing Product with Corrosion/Scaling Inhibitors, BCBC-201703" on the outside of any envelope, including delivery service envelopes or packages; addressed to the Burlington County Bridge Commission, 1300 Route 73 North, PO Box 6, Palmyra, NJ 08065-1090; and must be accompanied by a certified check, cashier's check, or bid bond drawn to the order of the Burlington County Bridge Commission for 10% of the bid, not to exceed \$20,000. Bids will be received by the receptionist during normal Commission business hours of 8:30 AM to 4:30 PM EST, Monday through Fridays excluding Commission holidays.

All bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) Affirmative Action, P.L. 1977, c. 33 (N.J.A.C. 52:25-24.2) Statement of Ownership, and P.L. 2004, c. 57 and P.L. 2009, c.315 as amended (N.J.S.A. 52:32-44) NJ Business Registration.

Late bids will not be accepted or considered. The Burlington County Bridge Commission assumes no responsibility for bids mailed or misdirected in delivery.

The Commissioners reserve the right to accept or reject any or all bids and waive any immaterial defects or informality in any bid or in the bidding should it be in the best interest of the Burlington County Bridge Commission to do so.

John D. Jeffers  
Executive Director  
Burlington County Bridge Commission

One time issue of August 24, 2017 - BURLINGTON COUNTY TIMES

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## BID DOCUMENT CHECK LIST

Your bid will not be considered complete unless all items checked below are included with your package.

<b>Required</b>	<b>MANDATORY ITEMS TO BE SUBMITTED WITH BID</b>	<b>Submitted</b>
<input checked="" type="checkbox"/>	Bid Guarantee	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Consent of Surety with Power of Attorney with Bond	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Surety Disclosure Statement & Certification with Bond	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Statement of Ownership	<input type="checkbox"/>
<input type="checkbox"/>	List of Subcontractors	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Addenda Certification, if issued	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Affirmative Action Language	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Americans with Disabilities Act Language	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bid Form, Signed & Sealed	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Deviations, if any	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Hold harmless/ Indemnification	<input type="checkbox"/>
<input type="checkbox"/>	Insurance	<input type="checkbox"/>
<input checked="" type="checkbox"/>	NJ Business Registration	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Collusion Certification	<input type="checkbox"/>
<input type="checkbox"/>	Performance Guarantee Statement	<input type="checkbox"/>
<input type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>
<input type="checkbox"/>	Public Works Contractor Registration	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Qualification Questionnaire	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Signed Contract Form	<input type="checkbox"/>
<input type="checkbox"/>	Warranty Copies	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Disclosure of Investment Activities In Iran	<input type="checkbox"/>

# BURLINGTON COUNTY BRIDGE COMMISSION, PALMYRA, NEW JERSEY

## 1.00 TERMS

The following terms are established for the procurement of

DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)

## 1.01 INTENT

Sealed bids will be received by the Burlington County Bridge Commission, Palmyra, New Jersey in the Conference Room of the Administration Building on Thursday, September 7, 2017 at 11 AM at which time said bids will be publicly opened and read aloud for furnishing DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) as required by the Burlington County Bridge Commission.

The Commission intends to extend the contract[s] awarded to the cooperative purchasing members of the New Jersey Interagency Coordinating Committee. These members currently include the Delaware River Joint Toll Bridge Commission, the Delaware River Port Authority, the New Jersey Meadowlands Commission, the New Jersey Sports & Exposition Authority, New Jersey Transit, the New Jersey Turnpike Authority/Garden State Parkway, the New Jersey Water Supply Authority, the Port Authority of NY & NJ, and the South Jersey Transportation Authority.

## 1.02 DEFINITIONS

**Bidder:** The word bidder as cited in this solicitation is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the solicitation.

**Contractor(s):** The word Contractor(s) as used in this solicitation means the lowest responsible Bidder(s) who is awarded a contract.

**Commission:** The word Commission as cited in this solicitation is defined as the Commissioners of the Burlington County Bridge Commission.

**Administration Building:** The administrative offices are located at:

1300 Route 73 North  
Palmyra, NJ 08065-1090

**Owner:** The word Owner as cited in this solicitation is defined as the Commissioners of the Burlington County Bridge Commission.

### 1.03 BIDDING INSTRUCTIONS

The bid shall be enclosed in a sealed envelope addressed to:

Burlington County Bridge Commission  
1300 Route 73 North  
PO Box 6  
Palmyra, NJ 08065-1090

The FRONT of any envelope must be plainly marked with the name and address of bidder and "DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)". Official bid forms are enclosed and **MUST BE USED** when submitting bid.

### 1.04 LATE BIDS

**NO LATE BID WILL BE ACCEPTED OR CONSIDERED.** The Commission will not be responsible for late postal delivery service nor will postmark dates be considered in honoring bids.

### 1.05 BID WITHDRAWAL

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the Commission prior to the specified time of bid opening.

### 1.06 BID GUARANTEE

If required, bids **MUST** be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 10% of the bid, to a maximum of \$20,000 and shall be made payable to the Burlington County Bridge Commission. If the successful bidder fails to enter into such contract or neglects to perform after of bid by the Commission, then the check or security deposited by it shall, at the option of the Commissioners, be retained as liquidated damages, or if bid bond has been supplied, the surety shall be liable for the amount of the bid bond.

The surety company providing the Bid Bond must be one licensed to conduct business in the State of New Jersey.

All bonds submitted must be original with a raised seal.

Failure to submit a bid guarantee as required by this specification shall cause the bid to be rejected.

### 1.07 BID GUARANTEE RETURN

Bid bond, certified check, or cashier's check submitted with this bid will be returned to all but the three (3) lowest bidders within three (3) days after opening of bids, Sundays and Holidays excepted. The bid deposit of the three (3) lowest bidders will be returned upon receipt of approved performance bond



if required and upon execution of a formal contract with the successful bidder(s).

## **1.08 CERTIFICATE FROM SURETY COMPANY**

### TO PROVIDE A PERFORMANCE BOND (CONSENT OF SURETY)

As required by N.J.S.A. 40A:11-22, a Consent of Surety must be submitted with each bid whenever a surety company bond is required in the advertisement or specifications. See Section 1.09 for Performance Bond requirements for these specifications.

If a Performance Bond is required by Section 1.09, the Consent of Surety to provide such Bond must be submitted to the Commissioners of the Burlington County Bridge Commission on the form located at Section 3.02 of these specifications. Failure to submit the Consent of Surety on the Form at Section 3.02 constitutes a material deviation from the specifications and will cause the bid to be rejected. A Power of Attorney appointing the person signing the Form at Section 3.02 as Attorney-in-Fact must be attached to the Form at Section 3.02 and submitted with the bid.

The Consent of Surety must be valid for a period of no less than ninety (90) days from the date of the bid opening.

The Consent of Surety must be an original with a raised seal.

The surety company providing the Consent of Surety and the Performance Bond must be authorized pursuant to the New Jersey statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:17-1(g).

**Failure to submit a Consent of Surety on the Form at Section 3.02 which meets the specifications set out in this bid solicitation shall cause the bid to be rejected.**

## **1.09 PERFORMANCE GUARANTEE REQUIREMENTS**

The successful bidder must provide to the Commission a performance guarantee, if required, in an amount equal to the bid.

The surety company providing the Consent of Surety and the Performance Bond must be authorized pursuant to the New Jersey statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:17-1(g).

On multi-year contracts, the Performance Bond may be resubmitted each year on the contract anniversary date for the amount remaining on the contract.

Submission of a performance bond is a condition precedent to a contract award. After receipt of such a performance bond and other submissions required by

the bid specifications, the bid will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

This performance bond is not required if the contract amount is for merchandise or equipment only and the total amounts to less than \$10,000.00.

**THE BURLINGTON COUNTY BRIDGE COMMISSION SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONEYS OR OTHER EXPENSES INCURRED BY THE BIDDER UNLESS THE BIDDER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.**

#### **1.10 INSURANCE REQUIREMENTS**

If required, the Bidder/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. All statutory workers compensation and employer liability coverage required to be held by law; and
2. Comprehensive, all risk general liability coverage for personal injury and property damage liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence; and
3. Automobile bodily injury and property damage liability coverage of not less than five hundred thousand (\$500,000) combined single limit.

Within ten days of the Notice of Intent to Award Contract, the Bidder/Contractor shall provide the Commission with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Commissioners of the Burlington County Bridge Commission as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Commissioners of the Burlington County Bridge Commission are an Additional Insured under each policy listed.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.

5. The name and number of this contract:

DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)

6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Commissioners of the Burlington County Bridge Commission by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Commissioners.

During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the Commission with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

#### **1.11 ADDENDA**

Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written Addendum which will be forwarded to all prospective bidders on record by Certified Mail not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive addenda shall not relieve the bidder from any obligation under its bid submitted.

All addenda issued prior to date of receipt of bids shall become part of the contract documents and included in bid prices.

#### **1.12 BID PRICES**

The bidder must provide figures as requested on the Bid Form, Section 4.00.

Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Commission to determine the lowest responsible bid that will, as determined by the Commission, fulfill the intentions of this solicitation.

The Commission participates in a cooperative purchasing agreement with other governmental entities within the State of New Jersey, including, but not limited to, the following entities: The Delaware River Joint Toll Bridge Commission, The Delaware River Port Authority, The New Jersey Highway Authority, The New Jersey Turnpike Authority, The Port Authority of New York and New Jersey, and the South Jersey Transportation Authority, among others.

### **1.13 PRICES**

Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.

Bidders may quote on any or all items listed in this solicitation. The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his bid.

Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in bidding upon. Prices quoted shall be net with all discounts deducted, and subject only to cash discount for prompt payment of invoice.

When an error is made in calculating the total bid amounts, the line item unit bid price will govern. No price escalation will be permitted after the bid has been submitted.

No bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on said item in same bid, all prices for that item may be rejected at the discretion of the Burlington County Bridge Commission.

The Commission also participates in a cooperative purchasing program with other transportation and governmental agencies in the State of NJ. If the bidder checks off the box on the bid form, the bidder will extend the pricing on this contract to these other members for a period of 1 year from the date of the award. This is optional for the bidder. Any box which is not checked will result in an automatic "no" for price extensions.

### **1.14 PRICE CHANGES**

Bid prices submitted by the bidder shall not be adjusted during the contract.

### **1.15 CHANGES**

All services, equipment, personnel and material which is necessary in order to provide DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) as described in these bid documents and any addenda hereto shall be furnished by the successful bidder at the bid price whether or not all details are specified herein.

Without invalidating the contract, the Commission may order changes including, but not limited to additions, deletions, modifications and the contract sum shall be adjusted accordingly, if such adjustment is determined to be reasonable and appropriate by the Commission. All such changes in the contract will only be

authorized by written change order subject to approval of a resolution by the Commissioners.

The cost or credit to the Commission from a change in the contract shall be determined by mutual agreement before executing the change involved.

The Contracting Officer of the Commission may waive minor deviations in the Contractor's performance pursuant to these documents. A deviation shall only be considered minor on the determination of the Commission's Contracting Officer.

#### **1.16 PAYMENT**

Successful bidder will be paid as per terms contained herein and upon receipt of invoice and a properly executed voucher covering purchase order as submitted.

#### **1.17 COMMISSION REPRESENTATIVE**

The Commission Representative is Michelle Chiemiego or her designated representative, 1300 Route 73 North, Palmyra, New Jersey 08065-1090, Telephone Number 856-829-1900.

This person is designated as the Commission Representative for this solicitation and will be the point of contact for performance and payment after execution of the contract.

The Purchasing Agent is responsible for all contract administration matters.

#### **1.18 TAX EXEMPT**

The Burlington County Bridge Commission is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

#### **1.19 CONTRACT FORMS**

All bidders shall complete and sign all contract forms (Section 3.00) including Bid Guarantee Statement, listing any Deviations from Technical Specifications, Statement of Ownership, Non-Collusion Certification, Disclosure of Investment Activities in Iran, Affirmative Action Questionnaire and Qualification Questionnaire. When required, a Consent of Surety (Certificate from Surety Company to Provide a Performance Bond) and a Bid Guarantee (Bid Bond, Certified Check, or Cashier's Check) must be submitted with the bid.

All addenda issued prior to BID receipt date must also be signed and returned with the bid. Bidders are cautioned to fill in all information as requested on the BID FORM (Section 4.00) to serve as a basis for making awards. Price information must be clearly indicated on lines provided. Failure to provide this information shall be cause for rejection of bid as submitted.

Use of the Check List in front of this package is recommended to assure that all documents are submitted.

By submitting a bid, the prospective bidder covenants and agrees that it fully understands all obligations, and that no cancellation or relief from compliance with these bid specifications because of any misunderstanding or lack of information will be allowed.

#### **1.20 NON-PERFORMANCE/FAILURE TO EXECUTE CONTRACT**

The Commissioners shall have the right in case of failure, neglect or refusal of the contractor to perform the contract to the Commission's satisfaction, to terminate the contract at the expiration of thirty (30) days written notice to the contractor, served at its last address known to the Commission.

At the expiration of said notice the Commission may, at its option proceed to enter into a contract with other provider(s), for the balance of the term provided.

Where the Commission proceeds to enter into a contract, for the performance of the balance of the term, the Commission shall deduct the cost thereof, from payments due or grown due and the contract shall be liable for such deficiency.

If the Commission shall declare the said contractor in default, in whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor, for breach of the covenants and conditions, of the contract.

The Commission reserves the right, in addition to other remedies, in the event of unsatisfactory service, to cancel the contract awarded to the successful bidder and enter into a contract with the next lowest bidder, whose bid complies with the original contract requirements. The Commission shall be reimbursed, by the defaulted bidder, of any increased costs incurred in awarding the balance of the contract, to the next lowest bidder.

#### **1.21 DISCRIMINATION**

The successful bidder shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in accordance with New Jersey Law.

#### **1.22 AMERICANS WITH DISABILITIES ACT**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The provisions of Title II of the Act are made a part of this solicitation. The successful bidder is obligated to comply with the Act and to hold the Burlington County Bridge Commission harmless.

### **1.23 AFFIRMATIVE ACTION**

All bidders are required to comply with the requirements of P.L. 1975, c. 127 as amended and N.J.A.C. 17:27 et seq. See Section 3.09.

### **1.24 NJ BUSINESS REGISTRATION**

All bidders are required to comply with the requirements of P.L. 2004, c. 57 (N.J.S.A. 52:32-44) and P.L. 2009, c.315 as amended. It requires all businesses desiring to do any business with a NJ governmental entity to be registered with the State of New Jersey prior to the award of any contract. Bidders who do not have this certification may obtain the necessary information by visiting the following internet web address: <http://www.nj.gov/dca/lgs/lpcl/busregis/nj-reg-a.pdf>.

The NJ Business Registration Certificate **MUST** be on file with the Commission prior to award.

### **1.25 ADDITIONAL CLAIMS**

Successful bidder shall make no claim and the Commission shall not be liable for additional payment or any other concession because of its misinterpretation or misunderstanding of the contract, or of any failure to fully acquaint itself with any conditions relating thereto.

### **1.26 ASSIGNMENTS**

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or its rights, title or interest therein or any part thereof.

If the bidder assigns, transfers, conveys, sublets, or otherwise disposes of the contract in whole or in part, or of its right, title or interest therein, or any of the moneys to become due under the contract to any person, firm, or corporation, the contract may, at the option of the Commission, be revoked and annulled and the Commission thereupon relieved and discharged from any and all liability and obligations growing out of the same to the bidder and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the bidder for the benefit of creditors made pursuant to the statutes of the State of New Jersey; and no right under this contract or to any moneys to become due hereunder, shall be asserted against the Commission in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any moneys to grow due hereunder.

### **1.27 DEVIATIONS**

Any non-material deviations from section 2.00, TECHNICAL SPECIFICATIONS, must be noted in detail by the bidder in writing on the form at section 3.03. The absence of said deviations at the time of the submittal of the bid will hold the bidder strictly accountable to the Commission for furnishing the contract

requirements in full in accordance with this solicitation. If there are no deviations, write "none" on the form at section 3.03.

For the purposes of evaluation of equivalency and other evaluations, the bidder must indicate any deviation from each individual technical specification no matter how slight. Deviations include: 1) those which exceed and 2) those which do not meet the standard set in the specifications.

### **1.28 STATEMENT OF OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, every corporation and/or partnership submitting a bid shall, prior to the receipt of the bid by the Contracting Officer for the Commissioners of the Burlington Commission Bridge Commission, or accompanying said bid, submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, as the case may be. See section 3.04.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporations' stock, or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and percentage of ownership of every non-corporate stockholder, and individual partner exceeding the 10% ownership criteria established by this notice have been listed. If no stockholder owns more than ten (10%) percent, note by stating "None". The Stockholders form is located in the Contract Document Forms section.

### **1.29 CONTRACT INTERPRETATION**

The Commission's interpretation of the meaning and intent of these bid documents and the contract shall be final and conclusive.

In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

### **1.30 CONTRACT AWARD**

The Commission reserves the right to award the contract to bidder(s) submitting:

- A. The most favorable aggregate bid (i.e. lump sum);
- B. The most favorable unit price for each item and/or group of items (i.e. split award); or



- C. The most favorable aggregate bid for each item/group of items attributable to a specific Commission department (i.e. split award).

The award of the contract or the rejection of bids shall be made within sixty (60) days of the date of opening bids. All bid guarantees will be returned immediately if all bids are rejected. The Commission reserves the right to deviate from the details of these specifications if the evaluated bid of any bidder indicates the best interest of the Commission will be served by such action. The successful bidder to whom the award is to be made will be notified at the earliest possible date.

A contract will be executed upon satisfaction of all requirements of these bid documents by the successful bidder.

### **1.31 HOLD HARMLESS/INDEMNIFICATION**

The bidder awarded the CONTRACT under these specifications, [hereinafter BIDDER/CONTRACTOR] shall indemnify and hold harmless the Commissioners of the Burlington County Bridge Commission, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The BIDDER/CONTRACTOR further agrees that this indemnification by the BIDDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

### **1.32 AMERICAN MADE GOODS**

As required by N.J.S.A. 40A:11-18, only manufactured and farm products of the United States, wherever available, may be used in work performed under contract with the Burlington County Bridge Commission or in work performed under any contract for which the Burlington County Bridge Commission will pay any part of the cost or in work which by contract or ordinance the Burlington County Bridge Commission will ultimately own or maintain. "Work" is defined in N.J.S.A. 40A:11-2 to include "services and other activity of a tangible or intangible nature performed or assumed pursuant to a contract or agreement with a contracting unit."

### **1.33 ROYALTIES AND PATENTS**

The successful bidder shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements of any patent rights and shall save the Commission harmless from loss on account thereof.

### **1.34 BRAND NAMES**

If and wherever in the solicitation a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.

The Burlington County Bridge Commission does not wish to rule out other competition and equal brands or makes, and therefore the phrase "or equivalent" is added.

If material other than that specified is bid, it is the bidder's responsibility to name such within his bid and to prove to the Commission that said item is equivalent to that specified and to submit brochures, samples and/or specifications in detail in item bid.

### **1.35 SAMPLES**

Bidder(s) when requested will be required to provide samples of all items prior to award of contract. Samples provided will be used in determining award of contract. These samples will be used for quality assurance during the life of the contract. Samples will be returned at end of contract period if requested by vendor.

### **1.36 DELIVERY COSTS**

Delivery shall be made as directed by the Burlington County Bridge Commission for this solicitation. All delivery costs shall be included in the bid price. Delivery is inclusive of all costs associated with off-loading of any product.

### **1.37 CHANGE ORDERS**

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the Commission reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of this contract. The successful bidder shall extend the same pricing to any increase in the estimated quantities during the life of this contract.

### **1.38 ORAL INSTRUCTIONS**

No interpretation of the meaning of the Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Commission. Such request to be given consideration must be received at least ten (10) days prior to the date

fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which will be sent by email, facsimile or Certified Mail to all prospective bidders currently on record, not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All Addenda so issued shall become part of the Contract Documents.

### **1.39 SIGNATURE ON BIDS**

Bids must be signed in ink by the bidder; all bids shall be made with typewriter, computer printer or pen. Any bids showing any alteration must be initialed by the bidder in ink. Unit prices and total bids are to be inserted in the spaces provided. **FAILURE TO SIGN THE BID FORM AND GIVE ALL INFORMATION IN THE BID MAY RESULT IN THE REJECTION OF THE BID, IN WHOLE OR IN PART.** Bid Form is section 4.00.

### **1.40 GOVERNING LAW, STATE AND FUNDING**

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-et seq. and N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

### **1.41 PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES**

The Commission reserves the right to purchase, during the term of any Contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement ("State Contract") or any public entity, if it is in the Commission's best interest to do so.

### **1.42 REJECTION OF BIDS**

The Commission reserves the right to accept or reject any and all bids and to waive any immaterial defects or informality in any bid or in the bidding should it be in the best interest of the Commission to do so. The determination of a material defect shall be a matter of sole discretion of the Commission.

### **1.43 PREVAILING WAGE RATE**

When applicable, the contractor shall pay the latest prevailing wage rates to all workers, for projects in excess of \$2,000.00, as determined by the Commissioner of Labor of the State of New Jersey, for the locality in which the work is to be performed, pursuant to N.J.S.A. 34:11-56.25 et seq. and N.J.A.C. 12:60-1.1 et seq. The contractor shall comply with all applicable statutes and regulations regarding the payment of wages and specifically Title 34, Chapter 11 of the Revised Statutes of New Jersey.

In the event it is found that a worker employed by the contractor or any subcontractor covered by this contract, has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Commission may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to persecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Commission for any excess costs occasioned thereby as per N.J.S.A. 34:11-56.27.

All public works employers (any natural person, company, firms, subcontractor or entity engaged in public work) must submit to the Burlington County Bridge Commission, Accounting, 1300 Route 73 North, Palmyra, NJ 08065-1090 a certified payroll record (on a form satisfactory to the Commissioner of Labor) for each payroll period within 10 days of the payment of wages as per N.J.A.C. 12:60-6.1(c). Copy of an approved form will be provided by the Commission upon request.

Contractors can be debarred for failing or refusing to pay the prevailing wage.

#### **1.44 PUBLIC WORKS CONTRACTOR REGISTRATION**

When applicable, the Public Works Contractor Registration Act, P.L. 1999 C.238, specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (N.J.S.A. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. A copy of the application and proof of payment should be kept to confirm your eligibility to perform the covered work while the application is being processed.

#### **1.45 PRE-BID CONFERENCE**

Not applicable for this solicitation.

#### **1.46 COMMUNICATIONS AFTER THE BID OPENING**

It is highly improper for a bidder, after bid opening, to contact any representative of the Burlington County Bridge Commission to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the Burlington County Bridge Commission and any discussion or contact will be limited to the questions of the representative.

## **2.00 TECHNICAL SPECIFICATIONS**

### **2.01 INTENT**

The Commissioners of the Burlington County Bridge Commission intend to award a contract for DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703).

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the lowest responsible bidder. The Commission shall be the sole judge concerning the merits of all bids and samples submitted.

### **2.02 DESCRIPTION**

Below are the specifications for the description of services and other information as required to be used in identifying the Commission's requirement. The characteristics listed below are the specifications that the Commission will accept. Any non-material deviations from these TECHNICAL SPECIFICATIONS must be annotated on the form at Section 3.03. Any material deviation from specifications contained in a bid will cause that bid to be rejected.

### **2.03 GENERAL INSTRUCTIONS**

The Burlington County Bridge Commission is soliciting prices for CG-90 Surface Saver or equivalent.

### **2.04 WARRANTY**

Current manufacturer warranty will be required.

The contractor expressly warrants that any and all titles conveyed are good and their transfer rightful, and that the goods delivered shall be merchantable, and that the goods are fit for the ordinary purposes for which such goods are used, or are fit for a particular purpose when that purpose is stated in the solicitation. The contractor further warrants that all goods delivered are free from any security, interest, or other lien or encumbrance of which the BCBC at the time of contracting has no knowledge.

### **2.05 QUALIFICATION OF BIDDER**

Bids for DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

## 2.06 DELIVERY TIME FRAME / CONTRACT TERM

All items as requested must be delivered by successful bidder within 14 days from the date of receipt of the purchase order.

## 2.07 CONTRACT TERM

The term of this contract will be from October 1, 2017 to September 30, 2018.

All contracts are contingent on funding.

## 2.08 SPECIFICATIONS

The Specifications are as follows:

Product characteristics - Shall consist of sodium chloride with corrosion/scaling inhibitors. The sodium chloride portion shall conform to the following requirements for particle size when tested by means of laboratory sieves (in conformance with ASTM D632-84 sieve specification):

SIEVE	WEIGHT PERCENT PASSING
1/2" ( 12.5 mm)	100
3/8" ( 9.5 mm)	95 to 100
No. 4 ( 4.75 mm)	20 to 90
No. 8 ( 2.36 mm)	10 to 60
No. 30 (600 mm)	0 to 15

The material shall conform to the following requirements as to chemical composition:

Sodium Chloride	Minimum 73.0%
Corrosion/Scaling Inhibitor	Minimum 19.0%

The material shall arrive at the delivery point in a free-flowing and usable condition and shall have an anti-caking additive incorporated within.

The material shall have similar or improved snow/ice melting characteristics as commercial rock salt Type 1 Grade 1. The applicable Material Safety Data Sheets will be submitted with the bid documents.

It is estimated that 1,000 tons of material will be required during the contract term. This estimate is based upon past experience and does not constitute a firm commitment for purchase.

**3.00 CONTRACT FORMS**

**3.01 BID GUARANTEE STATEMENT**

A guarantee is accompanying this bid in the amount of \_\_\_\_\_ and is one of the following options:

- a.) Certified Check; or a
- b.) Cashier's Check; or a
- c.) Bid Bond

from a surety company which meets the requirements of section 1.07 which undersigned agrees is to be forfeited as liquidated damages and not as a penalty if the contract is awarded to the undersigned, and shall fail to execute the contract for the project or furnish the required performance bond within the stipulated time, otherwise the guarantee will be returned to the undersigned.

The undersigned is:                      an individual   
    a partnership                       under the laws  
    a corporation   
    **(check one)**

of the State of \_\_\_\_\_

having principal offices at:

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(type or print name)

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

-----  
**N O T E :    ATTACH BID BOND OR CHECK HERE**  
 -----

**MUST USE THIS FORM - NO OTHER IS ACCEPTABLE**

**3.02 CONSENT OF SURETY**

\_\_\_\_\_, Surety, authorized to carry on business in New Jersey, by its signature hereupon or that of its attorney-in-fact, certifies to and promises the Commissioners of the Burlington County Bridge Commission that if a Contract for DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) is awarded to

\_\_\_\_\_,  
Principal, that it as Surety will execute the bond or bonds as required by the Specifications and will become surety in the full amounts set forth in the bid of its Principal for the faithful performance of all obligations of its Principal as Contractor.

This Consent of Surety shall be valid for a period of ninety (90) days from the date of the bid opening.

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip  
( )

\_\_\_\_\_  
Telephone Number

POWER OF ATTORNEY FOR ATTORNEY-IN-FACT MUST BE ATTACHED HERETO

**Failure to submit this Consent of Surety with the bid shall cause the rejection of bid.**

The surety must meet the requirements set out in Section 1.08.





### **3.04 STATEMENT OF OWNERSHIP DISCLOSURE**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Contractors are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individual) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Burlington County Bridge Commission*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Burlington County Bridge Commission*** to notify the ***Burlington County Bridge Commission*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Burlington County Bridge Commission*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**3.05 HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

The BIDDER, if awarded the CONTRACT under these specifications, [hereinafter BIDDER/CONTRACTOR] agrees to indemnify and hold harmless the Commissioners of the Burlington County Bridge Commission, its officer, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The BIDDER/CONTRACTOR further agrees that this indemnification by the BIDDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

	_____
	(Firm Name)
_____	_____
Date Signed	(Signature)
	_____
	(Type or Print Name & Title)
	_____
	Address
[Corporate or Notary Seal]	_____
	City, State, Zip
ATTEST:	( )
_____	_____
(Signature)	Telephone Number
_____	
(Type or Print Name & Title)	

**3.06 NON-COLLUSION CERTIFICATION**

The undersigned bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, any statements made herein are untrue the bidder may be subject to the provisions of N.J.S.A. 2C:28 -1 through N.J.S.A. 2C:28 - 3 inclusive, and relevant sequential sections, and if applicable, 18 U.S.C. 1001, et seq.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name as Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

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

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

**3.07 NJ BUSINESS REGISTRATION**

Please complete the following in the event that you or your firm is awarded this contract. The certificate **MUST** be on file with the Commission prior to award, or your bid **WILL BE REJECTED**.

- 1. Our company is registered under the New Jersey Business Registration Legislation, P.L. 2004, c.57 and P.L. 2009, c.315 as amended.

YES

NO

If yes, attach a copy of said certificate to this page.

You must enter the Contract name shown on the cover of this solicitation on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

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

DATE \_\_\_\_\_

TELEPHONE NUMBER

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

**NOTE : ATTACH COPY OF CERTIFICATE HERE**



### 3.08 PUBLIC WORKS CONTRACTOR REGISTRATION

Please complete the following in the event that you or your firm is awarded this contract. This form should be submitted with your bid.

Our company is registered under the Public Works Contractor Registration Act.

YES

NO

If yes, attach a copy of said registration to this page.

You must enter the Contract name shown on the cover of this solicitation on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

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

DATE \_\_\_\_\_

TELEPHONE NUMBER

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

**NOTE : ATTACH COPY OF CERTIFICATE HERE**

### 3.09 AFFIRMATIVE ACTION INSTRUCTIONS

#### Affirmative Action Exhibit A

##### Goods, Professional Services and General Service Contracts

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

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

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

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

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

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

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

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

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

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

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

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

### 3.10 AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms (AA302) will be sent by the Commission prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

YES

NO

- A. If yes, attach a photostatic copy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report (Form AA302) will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

You must enter the Contract name shown on the cover of this solicitation on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

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

DATE \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_

**NOTE : ATTACH COPY OF CERTIFICATE HERE**

### 3.11 AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor and the Burlington County Bridge Commission do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act")(42U.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 Burlington County Bridge Commission, 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 Burlington County Bridge Commission in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Burlington County Bridge Commission, 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 Burlington County Bridge Commission grievance procedure, the Contractor agrees to abide by any decision of the Burlington County Bridge Commission which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Burlington County Bridge Commission or if the Burlington County Bridge Commission 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 Burlington County Bridge Commission 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 Burlington County Bridge Commission or any of its agents, servants, and employees, the Burlington County Bridge Commission shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Burlington County Bridge Commission or its representatives.

It is expressly agreed and understood that any approval by the Burlington County Bridge Commission 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 Burlington County Bridge Commission pursuant to this paragraph.

It is further agreed and understood that the Burlington County Bridge Commission 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 Burlington County Bridge Commission from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

	_____
	(Firm Name)
_____	_____
Date Signed	(Signature)
	_____
	(Type or Print Name & Title)
	_____
	Address
[Corporate or Notary Seal]	_____
	City, State, Zip
ATTEST:	( )
_____	_____
(Signature)	Telephone Number
_____	
(Type or Print Name & Title)	

### 3.12 QUALIFICATION QUESTIONNAIRE

Financial:

Individual                       Partnership                       Corporation

Location of Main Office:

Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Bank: (with account numbers)

\_\_\_\_\_  
\_\_\_\_\_

Brief statement of your financial condition based on your most current financial reports.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience:

Length of Time in Business: \_\_\_\_\_ Years

Number of Employees: \_\_\_\_\_

State License Number, if applicable \_\_\_\_\_  
(attach copy(ies))

I am  am not  on any New Jersey Debarred vendor list.

Minority                       Small Business                       Woman Owned

Who will supervise the job? \_\_\_\_\_  
Name & Title

Telephone number: ( ) \_\_\_\_\_

Who is the responsible contract administrator? \_\_\_\_\_  
Name & Title

Telephone number: ( ) \_\_\_\_\_

REFERENCES: (similar type work completed or currently under contract over the past five years.)

1.

Name of Contract \_\_\_\_\_

Description of Contract \_\_\_\_\_

Term of Contract \_\_\_\_\_

Amount of Contract (Include all changes) \_\_\_\_\_

Name of Owner (to whom service was/is provided) \_\_\_\_\_

Address of Owner \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Number \_\_\_\_\_

2.

Name of Contract \_\_\_\_\_

Description of Contract \_\_\_\_\_

Term of Contract \_\_\_\_\_

Amount of Contract (Include all changes) \_\_\_\_\_

Name of Owner (to whom service was/is provided) \_\_\_\_\_

Address of Owner \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Number \_\_\_\_\_

3.

Name of Contract \_\_\_\_\_

Description of Contract \_\_\_\_\_

Term of Contract \_\_\_\_\_

Amount of Contract (Include all changes) \_\_\_\_\_

Name of Owner (to whom service  
was/is provided) \_\_\_\_\_

Address of Owner \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Number \_\_\_\_\_

I state that the information contained herein is true and correct.

Prepared by:

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

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

800 Telephone: \_\_\_\_\_

FAX Telephone: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(date)

**NOTE:** The Commission reserves the right to reject any bidder on the basis of the information supplied in the qualification questionnaire.

### 3.13 PERFORMANCE GUARANTEE

If less than a 100% performance guarantee is required (See Section 1.10), then the successful bidder must provide to the Burlington County Bridge Commission a performance guarantee in the amount of \$15,000.

The performance guarantee must be provided in one of the following three forms:

1. **A performance bond.** If a performance bond is provided as the performance guarantee, this bid MUST be accompanied by a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond in the required amount if the bid is accepted. See sections 1.10 and 3.03 for reference and additional instructions.
2. **A cashier's check.**
3. **A certified check.**

**IF A PERFORMANCE BOND IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the bidder must submit a performance bond in the amount described above within ten (10) days of the receipt of the notice of the intent to award a contract to the Burlington County Bridge Commission, 1300 Route 73 North, Palmyra, NJ 08065-1090. The performance bond must be drawn to the Commissioners of the Burlington County Bridge Commission.

**IF A CHECK IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the bidder must submit either a cashier's check or a certified check in the amount set out above within ten (10) days of the date of the receipt of the notice of the intent to award a contract. The check must be made payable to the Treasurer, Burlington County Bridge Commission. The check will be deposited in the trust account of the Burlington County Bridge Commission to be held until the contract has been performed by the successful bidder. After the complete and satisfactory performance of the contract, a check for the full amount of the performance guarantee will be returned to the bidder.

**IF A CHECK IS PROVIDED AS THE PERFORMANCE GUARANTEE**, the Burlington County Bridge Commission, at the option of the Commissioners, may use all or any portion of the performance guarantee amount, in addition to all other remedies, for any failure of the successful bidder to faithfully perform all provisions of the specifications or for any failure of the successful bidder to faithfully perform all matters which may be contained in the performance of the contract or agreement including the repair and maintenance of any work, project, or facility and its appurtenances and keeping the same in good serviceable condition during the term of the contract.



**YOU MUST INDICATE HERE WHICH FORM OF PERFORMANCE GUARANTEE YOU WILL PROVIDE.**

I will provide a \_\_\_\_\_ to meet the performance guarantee requirement of this bid solicitation.

Until a sufficient performance guarantee is received by the Burlington County Bridge Commission, no bid will be accepted and no contract will be awarded. After receipt of a sufficient performance guarantee and other submissions required by the bid specifications, the bid will be accepted, and a signed contract and a purchase order will be forwarded to the successful bidder.

**THE BURLINGTON COUNTY BRIDGE COMMISSION SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURES OF MONEYS OR OTHER EXPENSES INCURRED BY THE BIDDER UNLESS THE BIDDER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.**

\_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date signed)

\_\_\_\_\_  
(type or print name & title)

**4.00 BID FORMS**

**BURLINGTON COUNTY BRIDGE COMMISSION, PALMYRA, NEW JERSEY**

FOR

DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703)

\_\_\_\_\_  
Date

Commissioners  
Burlington County Bridge Commission  
1300 Route 73 North  
PO Box 6  
Palmyra, New Jersey 08065-1090

Commissioners:

The undersigned hereby undertakes and promises to furnish DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) and other items as appropriate and required by the solicitation containing instructions as specifications dated August 24, 2017 as well as the contract documents concerning the same, including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this bid.

Estimated Amount \_\_\_\_\_ 1,000 Tons \_\_\_\_\_

Numerical Bid Amount \_\_\_\_\_

Written Bid Amount \_\_\_\_\_

Will vendor extend contract prices to cooperative purchasing participants?

Yes

No

In the event there is a discrepancy between the numerical bid amount and the written bid amount, the written bid amount will prevail.

I agree to deliver the DEICING PRODUCT WITH CORROSION/SCALING INHIBITORS (BCBC-201703) described on this BID FORM to the Commission as required.

Please take notice that only those bids submitted on this BID FORM will be considered in determining the lowest bid.

---

(signature)

---

(type or print full name)

---

(business name)

---

(date)

---

(title)

**BURLINGTON COUNTY BRIDGE COMMISSION, PALMYRA, NEW JERSEY**

**5.00 CONTRACT FORMS**

Applicable form must be signed and returned with bid.

**5.01 CERTIFICATION OF CONTRACT - CORPORATION**

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the corporation attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Commissioners of the Burlington County Bridge Commission is evidenced by the signature of the agents of the Commissioners and the date of the agents' signature is the effective date of the contract.

\_\_\_\_\_  
(date signed)  
[corporate seal]  
ATTEST: \_\_\_\_\_  
(signature)  
  
(type or print name & title)

\_\_\_\_\_  
(name of CORPORATION)  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(type or print name & title)  
\_\_\_\_\_  
(address)  
\_\_\_\_\_  
(city, state, zip)

The above offer is hereby accepted this  
ATTEST:

[Commission Seal]

\_\_\_\_\_  
Kathleen M. Wiseman, Secretary

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Commissioners of the Burlington County  
Bridge Commission  
By \_\_\_\_\_  
John D. Jeffers, Executive Director

**5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP**

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the partnership attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Commissioners of the Burlington County Bridge Commission is evidenced by the signature of the agents of the Commissioners and the date of the agents' signature is the effective date of the contract.

\_\_\_\_\_  
(date signed)  
[notary seal]  
ATTEST: \_\_\_\_\_  
(signature)  
  
(type or print name & title)

\_\_\_\_\_  
(name of PARTNERSHIP)  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(type or print name & title)  
\_\_\_\_\_  
(address)  
\_\_\_\_\_  
(city, state, zip)

The above offer is hereby accepted this  
ATTEST:

[Commission Seal]

\_\_\_\_\_  
Kathleen M. Wiseman, Secretary

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Commissioners of the Burlington County  
Bridge Commission  
By \_\_\_\_\_  
John D. Jeffers, Executive Director

**5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL**

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the individual attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Commissioners of the Burlington County Bridge Commission is evidenced by the signature of the agents of the Commissioners and the date of the agents' signature is the effective date of the contract.

\_\_\_\_\_  
 (date signed)  
 [notary seal]  
 ATTEST: \_\_\_\_\_  
 (signature)  
 (type or print name & title)

\_\_\_\_\_  
 (name of OWNER)  
 \_\_\_\_\_  
 (signature)  
 \_\_\_\_\_  
 (type or print name & title)  
 \_\_\_\_\_  
 (address)  
 \_\_\_\_\_  
 (city, state, zip)

The above offer is hereby accepted this  
 ATTEST:

[Commission Seal]

\_\_\_\_\_  
 Kathleen M. Wiseman, Secretary

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Commissioners of the Burlington County  
 Bridge Commission  
 By \_\_\_\_\_  
 John D. Jeffers, Executive Director

## 5.04 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### **PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, the Director shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **PLEASE CHECK EITHER BOX:**

**[ ]** I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification.

### **OR**

**[ ]** I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### **Part 2**

### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You **must** provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

Name: \_\_\_\_\_

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_