

## **Borough of Florham Park**

111 Ridgedale Avenue  
Florham Park, NJ 07932  
Morris County

Patrice Visco, CFO, QPA  
*Purchasing Agent*

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### **CHEMICAL SUPPLY BID (15% Sodium Hypochlorite & 38% Sodium Bisulfite) FOR June 16, 2025- June 15, 2026 CONTRACT # FP25-06**

#### **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Borough Clerk of the Borough of Florham Park on **Thursday, June 5, 2025** at 10AM local prevailing time at the Borough Clerk's Office, Borough Hall, and 111 Ridgedale Avenue, Florham Park, NJ 07932 at which time and place bids will be opened and read in public for:

Bid packages may be picked up or inspected by electronic request to Suzanne Herold at [sherold@fpboro.net](mailto:sherold@fpboro.net).

The Bid will be based upon the LOWEST UNIT PRICE per GALLON for varying quantities of chemicals.

Bids must be sealed in an envelope and plainly marked with the name of the Contract and Contract number; and shall contain the name and address of the Bidder on the envelope. The sealed Bid must be addressed to the Borough Clerk of Florham Park at the Borough Hall address above.

Bidders are notified that they must comply with the New Jersey Prevailing Wage Act (Chapter 150 of the Laws of 1963, as amended) (N.J.S.A. 34:11-56.25, et. seq.) and that award will not be made to any bidder whom the Commissioner of Labor and Industry does not certify.

Bids shall be submitted on the forms provided, in the manner designated therein and required by the Specifications. They must be accompanied by a certified check, cashier's check, or bid bond on the form provided of not less than 10% of the amount of bid (based on a 1-year quantity shown on Bid Proposal Form). Said check or bid bond may not be less than \$500 nor shall it be more than \$20,000 and must be accompanied by a Consent of Surety statement in the form provided from a Surety Company stating that the Surety Company will provide the bidder with a bond for 100% of the Contract amount in the event that the Contract is awarded to the bidder. A Non-Collusion Affidavit and a Record of Recent Contract Awards must also accompany the proposal on the forms provided.

Any Bid Addenda will be on the Borough website, and processed in accordance with N.J.S.A. 40A:11-23(c) (1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

**PROPOSALS MUST BE SUBMITTED UPON THE BLANK FORMS PROVIDED OR MAY BE ATTACHED TO THE APPLICABLE BLANK FORMS. PROPOSAL FORMS SHALL BE SUBMITTED IN THE SAME ORDER AS ORGANIZED IN THE BOUND SPECIFICATION BOOK.**

Bidders must have at the time of bid, a Business Registration Certificate issued by the New Jersey Department of Treasury.

Bidders are required to comply with the requirements of P.L. 1975 Chapter 127. Bidders are further required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 for an affirmative action program for equal employment opportunity. If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1, et seq.).

The contract for this project is governed by the provisions of the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq. Bidders must also comply with the requirements of P.L. 1977, Chapter 33 amending the Local Public Contracts Law. Bidders must submit a statement in accordance with N.J.S.A. 52:25-24.2 of all owners of the corporation setting forth the names and addresses of all the stockholders in the corporation or members of the partnership who own ten percent (10%) or more of its stock, or have a ten percent (10%) or greater interest in the case of partnership.

No bid may be withdrawn for sixty (60) days after the opening of bids. A Contract will be awarded to the lowest responsible bidder, or all proposals will be rejected within sixty (60) days after the opening of bids.

The Borough of Florham Park reserves the right to delete sections of work from the contract after the award of the bid has been made due to funding or other reasons. The prices bid for various items of work shall not be adjusted due to the deletion of any work and due to the variation of any quantity for the various items scheduled in the Proposal.

Proposals for this contract will be accepted only from bidders who have been properly qualified in accordance with the requirements of the Specifications.

Bidders are encouraged to visit the site of the Borough of Florham Park's Sewer Utility at 31 Vreeland Road, Florham Park, NJ to examine all facilities that are to be used in connection with the performance of the proposed services. To arrange a visit, please contact Suzanne Herold at 973-377-1330. The Plant is open for visitors from 7:00 AM to 2:00PM weekdays.

The Mayor and Borough Council of the Borough of Florham Park reserve the right to reject any or all bids, to reject unbalanced bids, to waive any informality therein in any bid, and to accept any bid that will be in the best interest of the Borough of Florham Park according to N.J.S.A. 40A:11-1.

Mayor Mark Taylor

Patrice Visco, CFO, QPA  
Purchasing Agent – Borough of Florham Park

Michael Sgaramella, PE, CME  
Director of Water and Sewer

## **BOROUGH OF FLORHAM PARK GENERAL INSTRUCTIONS**

### **1. SUBMISSION OF BIDS**

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
  - (1) Addressed to the Borough Clerk
  - (2) Bearing the name and address of the bidder on the outside
  - (3) Clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
  - (4) We are storing all responses electronically, therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- C. It is the bidder's responsibility to see that bids are presented to the Borough Clerk on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The Borough reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted  
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from the Borough of Florham Park's Sewer and Water Utilities located at 31 Vreeland Road, Florham Park at no cost to the prospective bidders. All addenda are posted on the Borough's website and issued in accordance with N.J.S.A. 40A:11-23(c) (1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Borough of Florham Park is not responsible for third party supplied specifications.

- I. Results of all bids are posted on the Borough's website.

**2. BID SECURITY**

**The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:**

A. ☒ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid (based on a one-year quantity on the Bid Proposal Form), but not in excess of \$20,000, payable unconditionally to the Borough.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if bidder fails to enter into contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☒ **BIDDER'S AFFIDAVIT**

Bidder shall submit authorization to execute bid and deem it as a true offer of the Bidder.

C. ☐ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Borough stating that it will provide said bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

D. ☐ **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. ☐ **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. ☐ **MAINTENANCE BOND**

Upon acceptance of the work by the Borough, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- ☐ 1 Year  
☐ 2 Years

**3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)**

A. (1) The Borough of Florham Park is exempt from any local, state or federal sales, use or excise tax. Florham Park Borough will not pay for New Jersey State Sales and Use Tax that are included in any invoices. Florham Park Borough will not pay service charges such as interest and late fees.

(2) The Borough of Florham Park or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

The Borough of Florham Park is rated by:  
Moody's Investors Services: Aaa

B. Bids shall be ***signed in ink*** (Original Signature Required) by the bidder, all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. ***Estimated Quantities*** (Open-Ended Contracts, Purchase as Needed) The Borough has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Borough. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.

G. All forms shall be completed and attached to the bid proposal. ***BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.***

H. Results of all bids are posted on the Borough website [www.fpboro.net](http://www.fpboro.net)

**4. FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, FOB Borough of Florham Park locations. No price escalation. The vendor shall void the contract and permit Florham Park Borough to solicit open market pricing should any price increase or surcharge be imposed.

**5. INTERPRETATIONS AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at pvisco@fpboro.net. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The Borough's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids
  - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

## **6. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **will not** suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The Borough reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the Borough, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

## **7. METHOD OF CONTRACT AWARD**

- A. The Borough reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Borough to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected, any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected, any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Borough further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Borough may also elect to award the contract on the basis of unit prices.
- D. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.
- G. The form of contract shall be submitted by the Borough to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough; material exceptions shall not be approved.
- H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

## **8. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;

E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

**9. ☐ NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.**

Pursuant to N.J.S.A. 34:11-56.25 et seq, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html).

**10. ☐ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT – N.J.S.A. 34:11-56.48 et seq.**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor and Workforce Development with a full and accurately completed application form. The form is available online at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**11. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**



The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

**1. Goods, Professional Services and Service Contracts**

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**2. Construction Contracts**

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

**14. AMERICANS WITH DISABILITIES ACT OF 1990 – 42 U.S.C. S121 01 et seq.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Borough harmless.

**15. WORKER AND COMMUNITY RIGHT TO KNOW ACT – N.J.S.A. 34:5A-1 et seq.**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in the final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, {Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)}, RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

## **16. STATEMENT OF CORPORATE OWNERSHIP – N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, 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 disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

## **17. INSURANCE AND INDEMNIFICATION**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

### **A. Insurance Requirements**

#### **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000

#### **General Liability Insurance**

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract.

#### **Automobile Liability Insurance**

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

### **B. Certificates of the Required Insurance**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

### **C. Indemnification**

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Florham Park Borough will not accept Mutual Limitation of Liability terms.

### **18. PAYMENT**

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Mayor and Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

### **19. TERMINATION**

- A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract. Florham Park Borough will pay for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- D. In case of default by the contractor, the Borough may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Borough.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- H. The Borough may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- I. For contracts that exceed one year, each fiscal year payment obligation of the Borough is conditioned upon the availability of Florham Park Borough funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Borough at the end of any particular fiscal year may terminate such services. The Borough will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Borough to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- J. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by Florham Park Borough by notice to the parties.

**20. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this

event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**21. ADDITIONS/DELETIONS OF SERVICE**

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

**22.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

**23.** Bidders shall not write in margins or alter the official content or requirements of the Borough bid documents.

**24. SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

**25. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

**26. TRUTH IN CONTRACTING LAW**

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

**27. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, Florham Park Borough ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid

Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

#### **28. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **29. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

Public funds may be used to pay only for goods delivered or services rendered. Florham Park Borough will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

#### **30. W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Finance prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

#### **31. Health Insurance Portability and Accountability Act of 1996-HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

**32. PUBLIC EMERGENCY**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Borough may solicit the goods and/or services from any bidder on this contract.

**33.** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**34.** The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**36.** All Right to Know documents and Safety Data Sheets must be submitted to the Sewer Utility by June 15, 2023 and June 15, 2024.

**37.** No delivery fees or fuel surcharges will be charged.

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## *Technical Specifications*

### **PURCHASE OF CHEMICALS**

#### **(15% SODIUM HYPOCHLORITE AND 38% SODIUM BISULFITE)**

**SCOPE OF WORK** The following specifications are a statement of the minimum level of work and services which Contractor must provide and should not be construed as maximum performance levels.

#### **1.0 Sewer, Water and Pool Treatment Plant Chemicals**

- 1.1 General:** Furnish all necessary labor, material and equipment to deliver chemicals indicated in such estimate quantities as set forth in these Specifications.

This Contract shall be for a one (1) year period with an option for an extension in accord with the New Jersey Local Public Contract Law (N.J.S.A. 40A: 11-1 et. Seq.,) as required by the Borough. The Contractor shall meet all applicable regulations, rules, ordinances, statutes and law required from local, County, State, federal government and/or regional agencies under whose jurisdiction the hauling of all chemicals indicated and specified may come.

The quantities given in these Specifications and are approximations only of the Owner's needs during the coming year. The Owner reserves the right to increase or decrease the quantities actually purchased relative to the quantities given herein at his sole discretion, and the Contractor agrees that he/she shall make no claims for damages because the quantities actually purchased differ in any manner from quantities given herein.

A chemicals delivery schedule shall be determined between the responsible official of the Contractor and the Sewer Plant Manager, Water Superintendent and/or Recreation Director. the Contractor shall deliver the chemicals during the hours between 7 a.m. and 2:30pm, Monday through Friday, except recognized legal holidays. In case of emergency requests, chemicals should be delivered within a 24-hour period. Each shipment of material shall carry with it some means of identification. Each unit package shall have legibly marked the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations.



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*Technical Specifications*

When shipped in bulk, this information shall be provided according to applicable regulations. Containers used in shipping should comply with U.S. Department of Transportation (DOT) specifications.

- 1.2 15% Sodium Hypochlorite:** Furnish 300-1800 gallons more or less of sodium hypochlorite to be in accordance with AWWA Standard B301-04.

Deliveries will be in Gallons. The contractor shall be responsible for providing compatible connects between the tank truck and the fill lines to the storage tank. Deliveries will be made to 4 locations in Florham Park. The Sewer and Water Utilities will require weekly deliveries and the Pool Utility will be seasonal. The amount and time of delivery shall be as directed by the Plant Manager and Superintendent of the Sewer and Water Utilities.

- 1.3 38% Sodium Bisulfite** Furnish 400-800 Gallons more or less of sodium bisulfite in accordance with AWWA Standard B301-04.

Deliveries will be in Gallons. The contractor shall be responsible for providing compatible connects between the tank truck and the fill lines to the storage tank. Deliveries shall be made to the Sewer Utility in Florham Park. The amount and time of delivery shall be as directed by the Plant Manager and Superintendent of the Sewer and Water Utilities, within 3 business days of the request for chemical delivery.

- 1.4 Spills:** The Contractor shall be responsible for the cleanup of all spillage Of any kind on site, as well as off-site while in transit to the disposal site. He/she shall take care, during the filling operation and in making connections and disconnections, that no leaks or spills occur and that the filled tank does not overflow. The clean-up shall be done promptly and, in a manner, satisfactory to the Borough of Florham Park and all other agencies having jurisdiction. The Contractor shall be responsible for all costs required to clean up and to restore the Borough of Florham Park's facilities and off-site properties to their former condition and appearance, and to pay any claims and damages resulting from the acts of the Contractors, their agents, officers and employees.

RECORD OF RECENT CONTRACT AWARDS

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Give full information about all your contracts: whether private or government contracts; whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	DATE OF COMPLETION
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**(IF NONE SO STATE)**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**USE ADDITIONAL SHEET IF NECESSARY**

**BOROUGH OF FLORHAM PARK  
BID DOCUMENT CHECKLIST**

<b>Required With Bid</b>		<b>Read, Signed &amp; Submitted Bidder's Initial</b>
<b>A.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u></b>	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Bidder's Affidavit	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Labor and Material (Payment) Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input checked="" type="checkbox"/>	Certification of Non-Involvement in Prohibited Activities in Russia and or Belarus- Submit with bid response	_____
<b>B.</b>	<b><u>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</u></b>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input checked="" type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s) – Prefer with Bid Response. Required by Law prior to award of contract	_____
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Prior to Award, but effective at time of bid)	_____
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<b>C.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION</u></b>	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Authorization for Background Check	_____
<input type="checkbox"/>	Catalog/Price List	_____
<input type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input checked="" type="checkbox"/>	Other: CD or USB flash drive with PDF of Bid Response along w/Printed Copies (ref page 1) CD and/or USB flash drive must be labeled with the bidder's name	_____
<input type="checkbox"/>	Other:	_____
<b>D.</b>	<b><u>READ ONLY</u></b>	
	Americans With Disability Act of 1990 Language	_____
<b>E.</b>	<b><u>OPTIONAL ITEM(S)</u></b>	
<input type="checkbox"/>	Borough Cooperative Contract Option	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

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

By Authorized Representative:

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

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Print Name & Title: \_\_\_\_\_

**BOROUGH OF FLORHAM PARK**  
**BID PROPOSAL FORM/SIGNATURE PAGE**

**TO THE BOROUGH OF FLORHAM PARK** \_\_\_\_\_  
**MAYOR AND COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and the Specifications for the Purchase of Chemicals (15% Sodium Hypochlorite and 38% Sodium Bisulfite) attached, that he/she has determined the conditions affecting the bid and submits the following proposal in full compliance therewith:

15 % Sodium Hypochlorite (Cost per Gallon) \$ \_\_\_\_\_

38 % Sodium Bisulfite \$ \_\_\_\_\_

The undersigned is a \_\_\_\_\_  
(Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)

Principal office at \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**BOROUGH OF FLORHAM PARK**

**OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM**

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____      |  |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

**BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:**

- ☐ I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- ☐ I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

☐ **Publicly Traded** - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

*(Note: Attach additional pages if necessary)*

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

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

\_\_\_\_\_  
(Print name of authorized signatory)

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

**BOROUGH OF FLORHAM PARK  
BIDDER'S AFFIDAVIT**

---

STATE OF NEW JERSEY    )  
  ) Ss:  
COUNTY OF                    )

\_\_\_\_\_, being of full age and being duly sworn, upon his  
Oath deposes and says:

1.     I reside at

\_\_\_\_\_

2.     I am \_\_\_\_\_ of the firm of

\_\_\_\_\_  
(Name of Bidder)

3.     I am the person who signed the foregoing Bid and I was duly authorized to  
execute  
such Bid. The Bid is a true offer of the Bidder. If the Bidder has a seal, then  
such seal is affixed to the Bid. All of the statements and declarations contained  
in the Bid are true to the best of my knowledge and belief.

\_\_\_\_\_ (Seal)  
(Signature)

Subscribed and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public of the State  
Of New Jersey

My Commission expires \_\_\_\_\_  
(Notary Seal)



**BOROUGH OF FLORHAM PARK  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
Borough of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the city of \_\_\_\_\_

In the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Florham Park relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the 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 \_\_\_\_\_.  
(Name of Contractor)

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

Subscribed and sworn to

Before me this \_\_\_\_\_ day

Of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**EXHIBIT A**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Borough and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Borough files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?**    Yes ☐    No ☐  
**If yes, please submit a photo static copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**    Yes ☐    No ☐  
**If yes, please submit a photo static copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Borough. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

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**GOODS, PROFESSIONAL SERVICE 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted Borough employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
**33 WEST STATE STREET**  
**TRENTON, NJ 08625**

  
**State Treasurer**

**VOID**

## **BOROUGH OF FLORHAM PARK**

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

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The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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's 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 proceeding 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.

## BOROUGH OF FLORHAM PARK

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH BID RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

EFFECTIVE DATE:  
01/01/01

FORM-BRC(08-01)


TRADE NAME:  
CLIENT REGISTRATION

SEQUENCE NUMBER:  
0107330

ISSUANCE DATE:  
07/14/04

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 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

**BOROUGH OF FLORHAM PARK**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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Acknowledged for: 

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(Name of Bidder)

By: 

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(Signature of Authorized Representative)

Name: 

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(Print or Type)

Title: 

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Date: 

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**FORM NOT REQUIRED IF NO ADDENDA ISSUED**



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

☐ A That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

☐ B That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

*OR*

☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Rep Vendor's Name



Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Representative Vendor's Name	Vendor's Phone
Vendor's Address (Street Address)	Number Vendor's Fax
Vendor's Address (City/State/Zip)	Vendor's Email

' Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**BOROUGH OF FLORHAM PARK**  
**CHEMICAL SUPPLY BID**  
**For**  
**FLORHAM PARK SEWER UTILITY**  
**For**  
**June 16, 2025- June 15, 2026**

Contract# FP25-06

THIS CONTRACT made as of the 12th day of June in the year 2025 by and between the Borough of Florham Park Sewer Utility acting through the Borough of Florham Park herein known as the Borough and, with legal address and principal place of business at 1151 B Highway #33 Farmingdale, NJ 07727, hereinafter called the CONTRACTOR. The Borough and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

**WORK.**

A chemicals delivery schedule shall be determined between the Contractor and the Sewer Plant Manager/Water Superintendent and/or Recreation Director.

The delivery of chemicals is to occur between the hours of 7:30 AM to 2:30 PM, Monday through Friday, except recognized legal holidays. If an emergency requests chemicals should be delivered in a 24-hour period.

Each shipment of material shall carry with it some means of identification. Each unit package shall have legibly marked the net weight of the contents, the name of the manufacturer, the brand name (if any), and other markings as required by applicable laws and regulations.

When shipped in bulk, this information shall be provided according to applicable regulations. Containers used in shipping should comply with U.S. Department of Transportation (DOT) specifications.

The Work under this Contract shall begin after the last party signs the Contract. The execution of this Contract shall be contingent upon receipt of necessary local, state and federal permit(s).

**CONTRACT TIME.**

The Contract Time shall run for one year.

The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as determined by the Plant manager in order to assure full compliance with the Contract.

**CONTRACT PRICE**

The Borough will pay the Contractor for performance of the Work in accordance with the Contract Documents in current funds at the Bid Unit Price agreed upon in the Contractor's Bid attached to this Contract.

## **APPLICATIONS FOR PAYMENT**

The Contractor shall submit invoices for payment.

## **DAMAGES**

The Contractor shall not be liable for damages or any excess cost when the delay in completion of the Work is for reasons beyond the control of the Contractor. Delays beyond the control of the Contractor shall include the, acts of neglect by utility companies or other contractors at the site, fires, floods, epidemics, abnormal weather conditions or acts of God.

Provided, further, that the Contractor shall, furnish the Borough written notification of such delays promptly after the start of the event giving rise thereto.

## **ASSURANCE**

The Contractor has familiarized its self with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

The Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **CONTRACT DOCUMENTS.**

The Contract Documents which comprise the Contract between the Borough and the CONTRACTOR are attached hereto and made a part hereof.

## **MISCELLANEOUS**

Neither Borough nor CONTRACTOR shall, without the prior written consent of the other, assign OT sublet in whole or in part his/her interest under any of the Contract Documents; and, specifically but without limitation, the CONTRACTOR shall not assign any monies due or to become due without the prior written consent of the Borough. In case the CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

The Borough and the CONTRACTOR each binds himself, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

The Contract Documents constitute the entire agreement between the Borough and the CONTRACTOR and may only be altered, amended or repealed by a written modification.

## **CONFLICTING INFORMATION**

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise stated. Said components parts are the following:

1. Contract
2. Addenda
3. Specifications
4. Invitation to Bid
5. Instruction to Bidders
6. Bid Form

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. Two (2) copies have been delivered to the Borough and one copy each to the CONTRACTOR. All portions of the Contract Documents have been signed or identified by the Borough and the CONTRACTOR.

## **TERMINATIONS AND/OR DEFAULT**

Remedies for Default. In the event of a breach by either party of any obligation under this Contract, the right to recover damages or to be reimbursed will ordinarily constitute an adequate remedy. However, either party shall also have the right to seek injunctive or other equitable relief against the other party.

Default Notice by the Borough. The Borough shall have given prior written notice to the Contractor stating that in the Borough's opinion a particular default or defaults (to be described in reasonable detail in such notice) exist (s) which will, unless corrected, constitute a material breach of this Contract on the part of the Contractor and which will, in the Borough's opinion, give it the right to terminate this Contract unless such default is corrected within a reasonable period of time, but in no event more than seven (7) days.

Material Breach by the Contractor. A material breach shall be deemed to include but not be limited to, the Contractor's failure (i) to provide transportation services; (ii) to make good faith efforts to end an Emergency within thirty (30) days of its commencement; (iii) to provide and continue to provide the required insurance coverage.

Force Majeure. A Force Majeure event for purposes of this Contract shall include an Act of God, a natural disaster, acts of war, riots and/or a judicial injunction. Notwithstanding anything contained in this Contract to the contrary, if a Force Majeure event occurs, the Contractor shall not be deemed in default under this Contract to the extent that such event was beyond the control of the Contractor. The Contractor shall notify the Borough in writing that a Force Majeure event has occurred no later than three (3) days after the date the Contractor knew or should have known of the occurrence of any Force Majeure event.

Event of Default by the Borough. An Event of Default on the part of the Borough is the failure on the part of the Borough to pay any amount required to be paid to the Contractor under this Contract after written demand made no sooner than the forty-fifth (45th) day after submission of the subject invoice and purchase order that unless such amount is paid within fifteen (15) days after such demand, the default will constitute a breach, if such amount is not so paid. If payment has not been made by the Borough to the

Contractor because of a legitimate dispute over the amount owed, and payment has been made by the Borough of any undisputed amounts, failure to pay the remainder while the dispute is pending shall not constitute a breach by the Borough.

Termination of Contract. The Borough shall have the right to terminate this Contract without cause upon forty-five (45) days written notice to the Contractor. Provided, however, either party shall have the right to terminate this Contract for cause in the event of default in accordance with this article; however, the same shall be exercised only upon giving a written fifteen (15) days' notice to the defaulting party. The Contractor may not discontinue hauling of the liquid sludge until the termination notice contemplated by this article has been sent and the fifteen (15) days have expired from the date of receipt of the notice of termination.

### **TEMPORARY SUSPENSIONS**

The Borough shall have the right to suspend the services provided by the Contractor on a temporary basis due to malfunction or temporary shut down by the Borough. The Contractor will be given a ten (10) day notice of any planned temporary suspensions. The Contractor will be notified by phone within 24 hours of any unplanned suspension.

### **EVIDENCE OF AMOUNT HAULED**

All invoices submitted by the Contractor for payment shall include as evidence all signed manifest record forms which shall tabulate the amount of liquid sludge in gallons and the number of trucks filled with liquid sludge hauled for the billing month.

### **INDEMNITY**

The Contractor agrees to indemnify and defend the Borough and its agents, servants, employees, and representatives, from any claim, liability, or loss with respect to property damage and personal injury, including reasonable attorney's fees, resulting in whole or in part from breach of this contract or from the acts or omissions of the Contractor, its employees, agents, officers arising out of or relating to the work. This liability shall not be limited in type or amount by any applicable Workmen's Compensation Law.

### **GOVERNING LAW**

This Contract is governed by and is to be construed and enforced in accordance with the laws of New Jersey as though made and to be fully performed in New Jersey (without regard to the conflicts of law rules of New Jersey).

### **PARTIAL INVALIDITY**

If any term, covenant or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

If any term or condition of this Contract or any application of this Contract shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

**WAIVERS**

Neither inspection by the Borough Utility nor any of its agents, nor any orders, measurement, or certificate by the Borough or its agents, nor any order by the Borough Utility for the payment of money nor payment for, not acceptance of, the whole nor any part of the work, nor any extension of time, shall operate as a waiver of any provisions of this Contract.

**RESPONSIBILITY OF THE BOROUGH**

The Borough or its authorized agents or employees shall decide any and all questions which may arise as to the quality and acceptability of the work furnished and/or performed, interpretation of specifications, and all questions as to the acceptable fulfillment of the Contract of the part of the Contractor.

**NOTICES**

All notices made pursuant to this Contract shall be in writing and delivered personally or sent by facsimile or electronic mail, to the parties at the address set forth at the end of this section.

Either party may change the address to which notices are to be sent to it, by giving ten (10) days written notice of such change of address to the other party.

This Agreement shall become effective on \_\_\_\_\_, 2025.

OWNER

CONTRACTOR

Borough of Florham Park

By

By

\_\_\_\_\_  
Mark Taylor, Mayor

(Corporate Seal)

(Corporate Seal)

Attest

Attest

Danielle Lewis, RMC  
Borough Clerk

Address for giving notices

Address for giving notices

Michael Sgaramella, PE, CME  
Director of Water and Sewer  
Borough Engineer  
111 Ridgedale Avenue  
Florham Park, NJ 07932

Danielle Lewis, R.M.C.  
Borough Clerk  
111 Ridgedale Avenue  
Florham Park, NJ 07932

Note: if Contractor is a corporation, an affidavit giving the principal the right to sign the agreement must accompany the executed agreement.









