

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

HYDROGEN PEROXIDE

CONTRACT 24-11

BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.

THURSDAY OCTOBER 10, 2024

AT

SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING

MONMOUTH JUNCTION, NEW JERSEY 08852

**ANGELA SOCIO
PURCHASING AGENT**

NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
24-11	Hydrogen Peroxide
24-12	Bioxide
24-13	Generator Maintenance
24-14	Construction Material

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, October 10, 2024** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304 or emailing Angela Socio, QPA – asocio@sbtnj.net

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

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

Angela Socio
Purchasing Agent

To be advertised: **Friday September 20, 2024**
Home News Tribune

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT

General Provisions

- 1.** Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **Thursday October 10, 2024** Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the “ **Hydrogen Peroxide**” will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
- 2.** All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, “**Hydrogen Peroxide** .” If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, “**Hydrogen Peroxide.**” All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
- 3.** Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
- 4.** Bidders are to submit the non-collusion affidavit with the bid proposal form.
- 5.** Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. **(N.J.S.A. 40A:11-1, et. seq.)**
- 6.** The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
- 7.** A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.
- 8.** A Bid Bond is not required.
- 9.** The Township Council reserves the right to accept or reject any or all proposals, to waive 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 Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

10. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

11. It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

12. No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

13. The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

14. Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

15. Delivery date of the system must be specified on the Bid Proposal Form.

16. All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 24-11**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information

only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated quantities and to the designation as stated on Purchase Orders.

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

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE
BID PROPOSAL.**

28. The effective period for the contract will be two years unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A performance Bond is not required.

31.

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**

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, affection- al 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, up- grading, 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 county 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, col- or, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// 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 N.J .A.C. 17:27-1.1 et seq.

32. Insurance Requirements.

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined
single limit for bodily injury and
property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence.
Property Damage: \$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

33. Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

34. When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township is the most advantageous, price and other factors considered.

35. Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

**AMERICANS WITH DISABILITIES
Equal Opportunity for Individuals with Disability.**

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

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

37. New Jersey Business Registration Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must have a valid registration at time of award of contract.

Signature _____ Date _____
Printed Name & Title _____

**HYDROGEN PEROXIDE BID SPECIFICATIONS
SPECIAL PROVISIONS FOR THE SUPPLY OF
HYDROGEN PEROXIDE AND ASSOCIATED FEED EQUIPMENT**

1. SCOPE

It is the intent of South Brunswick Township to establish a contract for furnishing and delivering Hydrogen Peroxide on an as needed/will call or average use/scheduled basis, for the term and approximate quantities described herein, to South Brunswick Township in accordance with the attached respective specifications.

The Contractor shall do all the work and furnish all the management, supervision, labor, components, materials, tools, and appurtenances necessary for the performance of completion of the contract in the manner called for by the terms and conditions herein and to the satisfaction of South Brunswick Township.

The Contractor shall comply with all the terms and conditions contained herein and which are hereby made a part of this contract. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized himself with and understands the conditions under which this contract will be awarded, performed, and administered. Also, that Contractor has visited the designated sites and has made a field inspection of the storage tanks, unloading points, and the piping connections at the facilities prior to bidding to make sure that his trucks can unload in a satisfactory manner. It is the responsibility of the Contractor to ensure compatibility with the tank and unloading conditions for the safe and proper delivery of the Hydrogen Peroxide. Arrangements for the site inspection can be made through the South Brunswick Township Sewer Division Representative by calling 732-329-4000, extension 7270. No letter or stipulation submitted with a bid shall alter the terms of this contract.

2. CONTRACT ADMINISTRATOR

This contract shall be administered by South Brunswick Township. Questions pertaining to this contract, before and after award, shall be directed to South Brunswick Township's Purchasing Agent at extension 7398 or Sewer Division Supervisor at extension 7270.

3. PROJECT MANAGER

This contract shall be performed under the direction, inspection, and supervision of the South Brunswick Township Sewer Division Supervisor, Scott R Cevera; telephone number 732-329-4000, extension 7270. Any reference to the South Brunswick Township representative in this contract shall mean South Brunswick Township's representative or his designated representative.

4. QUANTITIES

South Brunswick Township is obligated, during the contract period stipulated, to purchase all of its normal and emergency requirements of the specified hydrogen peroxide from the Contractor. The Contractor is obligated to supply, at the unit prices bid, the quantities that South Brunswick Township requires for its operation. The quantities stated herein are given as a general guide for bidding and are not guaranteed amounts but do represent the best estimate of South Brunswick Township, based on projected needs.

5. EMERGENCY PURCHASE

Should the successful Bidder/Contractor be unable to supply product within the time frame designated by South Brunswick Township for emergency purposes, South Brunswick Township reserves the right to order the specified hydrogen peroxide from any party who can meet South Brunswick Township's needs without waiving or voiding any of the terms of this contract.

6. BIDDER'S QUALIFICATIONS

Each Bidder shall submit with his bid the following information:

- 6A. A statement acceptable to South Brunswick Township that the bidder is, and has been, regularly and actively engaged in furnishing and delivering hydrogen peroxide or similar work and has performed the type of work described under Clause No. 1, "Scope", for a minimum of three (3) years.
- 6B. A list of five (5) satisfactory references, including the names and telephone numbers of a contact person for each. These references must be for contracts that are similar in scope to the work to be performed under this contract.
- 6C. Bidders shall furnish with their bid a letter of assurance from the manufacturer/supplier of hydrogen peroxide. This letter must contain a statement guaranteeing availability of the requirements for the full contract period. The letter must be on the manufacturer/supplier's letterhead and specifically name the bidder.

In the event of a manufacturer bidding directly, the letter of assurance should indicate that the bidder is the manufacturer and that sufficient volume of product has been committed to meet the requirements of the contract period.

6D. A certified consumer protection statement that the trucks in which the hydrogen peroxide is delivered are free from harmful, toxic or deleterious chemicals and foreign materials which may cause the malfunction of chemical process equipment and that their trucks are used for no other purpose than to deliver hydrogen peroxide.

6E. A certified statement giving a complete typical analysis of the hydrogen peroxide. This analysis shall include all of the parameters covered in the specifications. Any or all of the physical and chemical limits specified may be checked by South Brunswick Township before any award is made.

6F. A Material Safety Data Sheet (MSDS) which will meet State requirements.

Failure of a bidder to possess the minimum experience or to submit any of the above referenced information, 6A through 6F, with the bid may render the bid non-responsive and the bid may not be considered for award.

7. APPLICABLE LICENSES, LAWS, AND REGULATIONS

The Contractor shall be responsible for obtaining all applicable business licenses, hauling permits, and meeting all EPA or State requirements to fulfill this contract and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.

8. DELIVERY REQUESTS

Chemicals shall be delivered on an as needed/will call basis or automatic delivery based on use; type of delivery at South Brunswick Township's discretion. The respective South Brunswick Township representative will make telephone requests for delivery. After receipt of a telephone request, the Contractor shall complete delivery within 72 hours, not including weekends.

9. DELIVERY

Delivery of the hydrogen peroxide must be made by the bidder in vehicles owned or leased by the bidder and by the employees of the bidder's company. Subcontractors or common carriers are not considered employees and do not meet this requirement.

The company bidding this contract must have a minimum of two (2) tankers capable of pumping off small bulk deliveries of hydrogen peroxide. Air unloading of any quantity less than 1000 gallons into a singular tank is not acceptable.

The tank trucks must be equipped with pumps and enough hose to make safe deliveries from the street. The minimum hose length must be 150 feet. The tank trucks must be equipped with 1-½ inch diameter hose and with a discharge nozzle equipped with a shut-off valve both at the nozzle and pump for emergency actions. The required size of 1-½ inches is to prevent the accidental filling of any vessel containing hydrogen peroxide by other chemical deliveries.

All drivers must be trained in the safe handling and delivery of hydrogen peroxide. All drivers must have current Commercial Driver's License (CDL) and must be able to produce such on demand. South Brunswick Township may require presentation at their discretion and failure to produce a valid CDL will be cause for refusal of delivery.

All drivers must have completed a course in hazardous materials handling.

All deliveries must be made within three (3) days after receipt of order unless otherwise instructed by South Brunswick Township. Failure to comply will result in the contract being withdrawn and an award made to the next lowest responsible bidder.

The bidder must act upon any spill of hydrogen peroxide made during the delivery. South Brunswick Township may at their discretion choose to act accordingly and back charge the bidder for costs incurred.

Due to the nature of hydrogen peroxide and the need to have product readily available, it is necessary for the bidder to maintain two (2) hydrogen peroxide tankers. The following information must be provided.

Tanker #1	Registration # _____
	License # _____
	State _____
Tanker #2	Registration # _____
	License # _____
	State _____

Failure to provide two current registrations will void the bid.

- 10. DELIVERY LOCATIONS / SPECIAL INSTRUCTIONS / TIME OF DELIVERY**
- The hydrogen peroxide shall be delivered to the locations below, in accordance with the special instructions for the location and between the times of delivery indicated.

- A. Pump Station# 24, 22 New Turkey Island Road, South Brunswick Township
- B. Pump Station #10, Route 130, South Brunswick Township

Special Instructions: The hydrogen peroxide shall be unloaded into the storage tanks at one or multiple locations. Connections to either or multiple storage tanks may have to be made with each delivery. Each connection consists of a 1-½ inch quick connect coupling. South Brunswick Township will assume responsibility for the pre-delivery instructions and connection points for the appropriate storage tank to be given to the driver or the Contractor's representative charged with the unloading for each delivery. Delivery is required within 72 hours of notice.

Time of Delivery: 8:00 a.m. – 2:00 p.m., Monday through Friday except Holidays observed by South Brunswick Township.

- 11. FAILURE TO MAKE DELIVERIES**

Should the Contractor state that he is unable to, or fails to, make deliveries in accordance with the terms specified herein, South Brunswick Township shall have the right to procure hydrogen peroxide on the open market. In that event, the excess cost of such materials above the contract unit price shall be charged to the Contractor and may be deducted from any monies due, or become due, to the Contractor.

South Brunswick Township reserves the right to reject any hydrogen peroxide ordered from the Contractor if it is delivered after it has been necessary to place an order elsewhere because of the failure of the Contractor to deliver in the time, manner, quantity or quality specified herein.

12. ACCEPTANCE OF MATERIALS

Acceptance of each shipment of hydrogen peroxide furnished under this Contract may be made on the basis of samples tested by South Brunswick Township. South Brunswick Township reserves the right to collect and test samples from all deliveries.

Failure of any shipment to comply with the specifications in every detail will be sufficient reason for rejection of the shipment. Should a shipment be rejected, South Brunswick Township may require the entire contents of the storage tank, to which it was added, to be removed. This removal shall be performed by the Contractor at his expense, including all handling and shipping charges. Upon notice of rejection of the shipment, the Contractor shall immediately replace the subject shipment. This replacement chemical shall comply in all respects with the prescribed specifications and, in the event that the Contractor is unable to promptly furnish acceptable quality Hydrogen Peroxide, it will be obtained elsewhere, and any additional cost to which South Brunswick Township may be subjected will be deducted from monies due, or become due, the Contractor.

13. SAFETY PRECAUTIONS

The Contractor shall employ all necessary safety precautions to prevent injury to persons or damage to property and equipment. If, at any time, South Brunswick Township's representative determines that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied to the satisfaction of South Brunswick Township's representative.

14. STOP WORK

South Brunswick Township can temporarily stop work in the field because of weather, lack of materials, safety violations, or other unforeseen circumstances. If the work stoppage is longer than 48 hours, or is expected to be, South Brunswick Township will issue a written Stop Work Notice.

15. SUBCONTRACTOR

Subcontractor is defined as an individual, firm or corporation having a direct contract with the Contractor or any other subcontractor for the performance of all or part of the work at the work site. Subcontractor shall not mean supplier.

Subcontractors are not permitted to perform any portion of this contract.

16. DURATION OF CONTRACT

This Contract shall commence on the day of award and continue for three (3) years.

17. OPTION TO RENEW

At the sole option and discretion of South Brunswick Township, this contract may be renewed for an additional one-year period or any portion thereof. If South Brunswick Township exercises its option to extend, the unit prices submitted on the Proposal/Pricing Page for the option year will be utilized for that contract period or any portion thereof.

18. INSURANCE SUBMITTAL

The Contractor shall submit the required Certificate of Insurance, showing the coverage required by South Brunswick Township, to the Contract Administrator within fourteen (14) calendar days after receipt of the Notice of Award.

FAILURE TO SUBMIT THE REQUIRED SATISFACTORY PROOF OF INSURANCE WITHIN THE ABOVE STATED PERIOD MAY RESULT IN TERMINATION OF THIS CONTRACT AND AWARD TO THE NEXT LOWEST ELIGIBLE BIDDER. ANY INCREASE IN COSTS WILL BE CHARGED TO THE ORIGINAL AWARDEE.

19. PRICES

Prices quoted in this bid shall be firm for the duration of this contract. Prices shall be submitted on a per hundred weight (cut) solution basis. No separate line item charges shall be permitted for either bidding or invoicing purposes, which would include, but not be limited to, equipment rental, pumping charges, demurrage, drop ship charges, or any other extraneous charges. Bids submitted in any other form, unit of measurement or quantity shall be deemed non-responsive. All fuel surcharges shall be the responsibility of the Contractor.

20. PAYMENT

Payment will be made for the total weight of hydrogen peroxide contained in each delivery or shipment within 60 days after each shipment has been received and accepted but may be dependent upon Township Council meetings within that time frame. The following formula will be used for payment:

Number of inches liquid level in tank upon completion of delivery, minus
number of inches liquid level in tank at start X gallons equals amount
delivered to that tank. The summation of all tanks at all locations is then
invoiced at the contract rate for the total quantity delivered on that date.

No payment shall be considered or made in any manner inconsistent with or other than as described above. This includes, but is not limited to, value added benefit for a greater concentration than the limit provided above or by the specifications.

Payment will not be made for any material in any given delivery or shipment until the material has been properly accounted for as to quantity, compliance with the contract, and acceptance by South Brunswick Township.

Invoices shall be submitted based on the appropriate unit prices quoted on the Proposal/Pricing Page. They shall be properly numbered and include the Contractor's name, address, and telephone number. Invoices shall be submitted to South Brunswick Township's Account Clerk at the Sewer Operation's office.

21. NOTICE OF AWARD

The successful bidder will be notified by letter giving South Brunswick Township's acceptance of the bid and giving Notice of Award.

22. NOTICE TO PROCEED

The successful bidder shall be notified by letter giving Notice to Proceed, when work may begin under this contract. Such notice will be issued upon receipt and acceptance of the Contractor's Certificate of Insurance.

23. BASIS OF AWARD

This contract shall be awarded to the lowest, responsible bidder in total for term of this contract, including the option year on the basis of the unit prices.

TERMINATION OF CONTRACT

1. TERMINATION OF CONTRACT FOR DEFAULT

The performance of work under this contract may be terminated by South Brunswick Township in accordance with this General Condition, in whole or in part, in writing when South Brunswick Township shall determine that the contract has failed to meet the performance requirement(s) of this contract.

South Brunswick Township has the right to terminate or default if:

1. The Contractor fails to make delivery of acceptable supplies or to perform the services in an acceptable manner within the time specified in this contract; or
2. The Contractor fails to satisfactorily perform any other term or condition of this contract; or
3. The Contractor fails to make progress so as to endanger performance of this contract.

Any termination for default shall be effected by written notice to the Contractor of the termination, specifying the acts or omissions of the Contractor constituting the default, that the Contractor will be held liable for any excess costs for those supplies or services, that the Contractor has the right to appeal such decision under the Protests and Dispute General Condition, and the effective date of the termination.

Termination for default under this contract shall automatically result in debarment not to exceed five (5) years.

The Contractor shall not be liable if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor.

After a termination for default, South Brunswick Township may acquire, under the terms and in the manner the Purchasing Agent considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to South Brunswick Township for the excess cost of those supplies or services. However, the Contractor shall continue the work not terminated.

All finished or unfinished supplies or services provided by the Contractor and not yet delivered, rendered, and accepted by South Brunswick Township shall, at the Township's option, become South Brunswick Township's property. South Brunswick Township shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the Contractor fails to agree with the Purchasing Agent's decision of what is fair and equitable compensation, the Contractor may appeal the Purchasing Agent's decision under the "Protests and Disputes" General Condition. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and South Brunswick Township can affirmatively collect such damages. The term "damages" as used in this paragraph includes, but is not limited to, attorney's fees of fifteen percent (15%).

If after termination, it is found that the Contractor was not in default under the provisions of this General Condition, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" sub-paragraph of this General Condition.

The rights and remedies of South Brunswick Township in this General Condition are in addition to any other rights and remedies provided by law or under any other provision of this contract.

2. TERMINATION FOR LACK OF APPROPRIATION

If funds are not appropriated or if funds are not otherwise made available to South Brunswick Township for continued performance of this contract for any fiscal period covered by this contract, this contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available.

However, this will not affect either South Brunswick Township's rights or the contractor's rights under any other termination provision in this contract. The effect of termination of this contract under this General Condition will be to discharge both South Brunswick Township and the Contractor from future performance of this contract, but not from their obligations existing at the time of termination. The contractor shall be reimbursed for any nonrecurring costs incurred but not amortized in the price of the commodities and/or service delivered under this contract.

3. GOVERNING LAW

This contract shall be governed by and construed according to the laws of New Jersey.

4. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in New Jersey and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing South Brunswick Township, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract.
- C. That it shall comply with all Federal, State and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this contract, and
- D. That it shall procure, at its own expense, all licenses, permits, insurance, bonding, and government approval, if any, necessary to the performance of its obligations under this contract.

5. FORCE MAJEURE

Neither party shall be considered in default in the performance of their obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following, if reasonably beyond the control of the party claiming Force Majeure: delays caused by the other party, war (declared or undeclared), blockades, hostilities, riots, strikes, lockouts or other labor disturbances, epidemics, fires, storms, delays or interruptions in transportation, or any laws, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the Contract, or any other causes whether or not of kinds specifically mentioned herein. Notwithstanding anything in the contract, Force Majeure does not include the Contractor's failure to obtain the necessary permits, licenses, exceptions, or other authorizations required to perform this contract.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance under this contract. Failure to do so shall constitute a waiver of any claim hereunder.

6. PUNITIVE DAMAGES

In any action by the Contractor against South Brunswick Township or its agents, there shall be no liability for punitive damages.

7. PUBLIC INFORMATION ACT NOTICE

Bidders must specifically identify those portions of their bids, if any, which they deem to contain confidential or proprietary information or trade secrets and must provide any justification why such materials, upon request, should not be disclosed by South Brunswick Township.

**SPECIFICATIONS FOR
HYDROGEN PEROXIDE 50%
FOR SOUTH BRUNSWICK TOWNSHIP**

1. GENERAL DESCRIPTION

This Specification covers Hydrogen Peroxide 50% to be used for various processes in the treatment of wastewater at the South Brunswick Township collection system and treatment plant(s).

2. QUALITY OF MATERIAL

The solution of Hydrogen Peroxide 50% grade shall be of the best quality and conform to all applicable requirements including the following requirements (by weight):

		H₂O₂ 50%
Approx. H ₂ O ₂ content, wt %		50
Active oxygen, wt %		23.5
Density @ 20 C (68 F)		
g/mL (Mg/m ³)		1.196
lb / gal		9.98
G H ₂ O ₂	0.598	
Apparent pH		1.8
Freezing Point, C		-52
F		-62
Boiling Point, C	114	
F		237
Vapor Pressure @ 30 C (86 F)		
mm Hg H ₂ O ₂ @ H ₂ O	18	
kPa		2.4
Viscosity (approx.)		
@ 0 C (32 F), cP (mPa·s)		1.87
@ 20 C (68 F), cP (mPa·s)		1.17

3. ACCEPTANCE AND TEST OF MATERIAL

Acceptance of each shipment of Hydrogen Peroxide 50% may be made on the basis of tests performed by South Brunswick Township. The testing methods will be in accordance with American Society for Testing and Materials (ASTM).

4. ROUNDING OFF

The rounding of all test results shall be in accordance with the current edition of Standard Methods for the Examination of Water and Wastewater.

HYDROGEN PEROXIDE STORAGE AND FEED EQUIPMENT

This specification covers the equipment to be supplied by the Contractor as part of fulfilling the contract.

The bidder must provide South Brunswick Township with the equipment necessary to store and administer the hydrogen peroxide in a safe and reliable manner.

The bidder must lease to South Brunswick Township, under the terms and conditions of EQUIPMENT LEASE AGREEMENT, five (5) Hydrogen Peroxide storage tanks. Should South Brunswick Township request additional tank(s), the bidder agrees to supply the requirements under the same terms and conditions stated herein.

Hydrogen Peroxide storage tanks must have a minimum capacity of 530 gallons. The tanks shall be double walled and constructed of high density polyethylene in accordance with Section VIII ASME code for unfired pressure vessels operating under 15 psig. The tanks shall be provided with the following equipment:

1. Gage glass assembly with shut-off valve and guarded gage glass calibrated in inches with a conversion chart to gallons.
2. Head vent and dust filter contained in a housing of compatible material on the tank top.
3. Three-fourth ($\frac{3}{4}$) inch bottom outlet with ball valve minimum Class II materials as specified by MCA SD-53.
4. A one and one-half ($1\frac{1}{2}$) inch fill nozzle with locking camlok cap on top of tank.
5. All piping from tank outlet through point of injection shall be 316 stainless steel. Any type of "plastic" is unacceptable.
6. Metering pumps and related feed equipment as specified below.

The bidder must lease to South Brunswick Township, under the terms and conditions of the EQUIPMENT LEASE AGREEMENT, three (3) hydrogen peroxide metering systems.

The metering systems shall be provided with the following equipment:

1. Standard metering pumps as manufactured by ProMinent Fluid Controls, LMI or approved equal shall be supplied. The meter pumps shall have 316 SS head(s), balls, suction and discharge assembly and Teflon diaphragm and ball seats. The metering pumps shall be sized as to meet the needs of South Brunswick Township.
2. The metering pumps shall be outfitted with a back pressure regulator capable of 0 – 100 psi and constructed of 316 SS with Teflon diaphragm. The back pressure regulator shall be a GO Model #BP3 0-100 or approved equal.
3. The metering systems shall include a three-way ball valve constructed of 316 SS for the purpose of checking dosage rates. The three-way ball valve shall be Whitey SS-44XS6 or approved equal.
4. The metering systems shall include a purge valve constructed of 316 SS for the purpose of relieving oxygen pressure on the discharge side of the metering pumps. The purge valve shall be Nupro SS-4P-4M or approved equal.
5. The metering systems shall include a pressure gauge constructed with welded parts of 316 SS and shall not contain any fluids. The pressure gauge shall be capable of reading 0 – 100 psi minimum. The pressure gauge shall be an Ametek #110690 or approved equal.
6. The metering systems shall include a snubber between the pressure gauge and the hydrogen peroxide flow. The snubber shall be of 316 SS and be a Nupro SS-4-SA-EW or approved equal.

7. The metering systems must contain a minimum of one check valve if the point of injection does not exhibit a back pressure and two check valves if there is a back pressure present. The check valves shall be constructed of 316 SS with Teflon seats and shall be Nupro SS-6C-10 or approved equal.
8. All other fittings necessary to provide completed feed system are to be of 316 SS. All fittings are to be Swaglok or approved equal.
9. All discharge tubing shall be three-eighth (3/8) inch O.D. seamless 316 SS with a 0.039 wall thickness.

FAILURE OF A BIDDER TO PROVIDE EQUIPMENT AS DESCRIBED ABOVE, OR DESIRES TO PROVIDE ANY STORAGE TANK, PUMP, OR OTHER ITEMS CONSTRUCTED OF POLYETHYLENE, POLYPROPYLENE OR ANY OTHER PLASTIC MATERIAL, SHALL BE NON-RESPONSIVE AND THE BID MAY NOT BE CONSIDERED FOR AWARD.

DELIVERY AND INSTALLATION OF STORAGE VESSELS AND METERING EQUIPMENT

Installation of storage vessels and metering equipment, as specified under EQUIPMENT, must begin within seventy-two (72) hours after receipt of notice to proceed.

Equipment installation must be completed within five (5) working days after receipt of notice to proceed.

Should installation of equipment take longer than the established time frame, the contract will become void and award will be made to the next lowest responsible bidder.

An individual who is an employee of the bidder's firm must perform delivery and installation of the equipment. Sub-contractors and other outside parties will not fulfill this requirement. Documentation regarding employee status may be requested by South Brunswick Township and must be produced upon demand. The individual performing the equipment installation must be experienced in the installation of such equipment. South Brunswick Township may require additional supporting data as to this person's ability.

**SOUTH BRUNSWICK TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE
SUPPLEMENT TO BID SPECIFICATIONS FOR
PROCUREMENT AND SERVICE CONTRACTS**

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

OR

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

OR

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

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

Firm Name _____

Signature _____

Title _____

Date _____



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.

OR

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.

(Attach Additional Sheets If Necessary.)

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

¹ 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).

CERTIFICATION OF CONTRACTOR

NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township. I

further certify that, to the best of my knowledge, the representation of other clients of

_____ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township _____ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose _____ to any

Individual or Firm

penal statutes pertaining to false material certifications.

CONTRACTOR _____

Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this

day of _____ 20_____.

Notary Public

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, 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, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the
bid or proposal**

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation) Other (be specific):
-

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn to before me this ___ day of _____, 2_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

TOWNSHIP OF SOUTH BRUNSWICK

BID PROPOSAL FORM

The undersigned bidder declares he has read the notice to bidders, instructions to bidders and specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

HYDROGEN PEROXIDE

Bid Price to be filled in by the bidder using black ink.

YEAR 1 AND 2

DESCRIPTION	UNIT PRICE	QUANTITY/DELIVERY
Furnish and deliver Hydrogen Peroxide 50% to all facilities requested by South Brunswick Township and provide all equipment and services as described herein.	\$ _____/cwt	1000 gallons min.
Furnish and deliver 55 gallon Drums of Hydrogen Peroxide 50% to all facilities requested by South Brunswick Township and provide all equipment and services as described herein.	\$ _____/cwt \$ _____/cwt	55 gallons
Lease Price	\$ _____/unit price per year per storage tank and equipment.	

Price of Lease shall include installation of all required equipment as noted in Bid Specifications.

All pricing is firm for the contract period.

OPTION YEAR 3

DESCRIPTION	UNIT PRICE	QUANTITY/DELIVERY
--------------------	-------------------	--------------------------

Furnish and deliver Hydrogen Peroxide 50% to all facilities requested South Brunswick Township and provide all equipment and services as described herein.	\$ _____/cwt	1000 gallons min.
------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------	-------------------

Furnish and deliver 55 gallon Drums of Hydrogen Peroxide 50% to all facilities requested by South Brunswick Township and provide all equipment and services as described herein.	\$ _____/cwt	55 gallons
	\$ _____/cwt	

Lease Price	\$ _____/unit price per year	per storage tank and equipment.
-------------	------------------------------	---------------------------------

Price of Lease shall include installation of all required equipment as noted in Bid Specifications.

All pricing is firm for the contract period.

Accompanying this proposal is a certified check in the amount of \$_____n/a_____, or a bid bond in the amount of \$_____na_____, payable to the Township of South Brunswick which is to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

Company_____

Address_____

Telephone_____

By_____

(Signature)

Name – Type or Print

Witness_____ Title_____

Date_____

On the attached sheet, please list five companies with whom your company has had business with in the past year and submit with bid proposal.

REFERENCES

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: (_____) _____