

TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY

SPECIFICATIONS AND PROPOSAL

FOR

BIOXIDE

CONTRACT

BID NO. 24-12

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

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 “**Bioxide**” 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, “**Bioxide**”. 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, “**Bioxide**”. 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 No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to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. 24-12**, 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 or 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 one year 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, 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, 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 apprentice- ship. 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, color, 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).

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 _____

Township of South Brunswick, NJ

Odor Control Bid Specification

Specifications

Odor & Corrosion Control Program

Liquid chemicals, carbon adsorbent, odor control equipment, maintenance service, and optimization service shall be provided under this contract to meet the requirements of The Township of South Brunswick odor and corrosion control program. The program will include the supply of BIOXIDE® or equal, MIDAS® OCM or equal, as well as all of the services and equipment needed to fulfill the specified program requirements. Due to the interdependent nature of these two systems, they must be supplied by a single manufacturer who will have sole responsibility for their performance.

Item 1 – Bioxide or equal

BIOXIDE® or equal (CAS # 15245-12-2)

The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal. The material shall be a liquid phase product. It shall be delivered, stored and fed into the wastewater via standard liquid phase chemical handling procedures. The material shall be fully compatible with storage and feed equipment constructed of any of the following.

1. High Density Cross Linked Polyethylene
2. PVC
3. Polypropylene
4. FRP
5. Stainless Steel

The material supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur compounds. The material shall provide nitrate oxygen to the wastewater to support this biochemical mechanism. The product shall contain a minimum of 3.5 pounds of nitrate oxygen per gallon and have a crystallization point of less than -20 degrees F. A crystallization chart shall be provided with the bid.

Products containing less than 3.5 pounds of nitrate oxygen per gallon with a crystallization point of higher than – 20 degrees F will not be accepted. The product shall be manufactured in a facility that complies with the following certifications. Proof of compliance with all listed standards must be provided with the bid.

- ISO 9001 – Quality Management System
- ISO 14001 – Environmental Management System
- OHSAS 18001 – Health and Safety Management System

Township of South Brunswick, NJ Odor Control Bid Specification

The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater. The Township is aware that Bioxide, Bioxide-AQ, Bioxide AE, BIOXIDE® Plus 71, AQUIT and Full Service Odor Control are trademarks of Evoqua Water Technologies. Thus, all bidders bidding Bioxide shall include the cost of any licensing fees that may be required in their bid price. This license shall be submitted on the letterhead of the company that owns any pertinent patents and the letter must be signed by an officer of that Company.

The price for the product shall be a delivered price (freight included) and shall be submitted as a price per gallon of solution. Bidders shall also provide the minimum nitrate oxygen content of the product as well as the crystallization point of the product. Failure to provide all information required in this bid may cause your bid to be declared nonresponsive.

Deliveries shall be able to be made within 48 hours of order placement. Product shall be shipped and delivered in bulk quantities of 1000 – 2,500 gallons per shipment. The price for the product shall be a delivered price (freight included) and shall be submitted as a price per gallon of solution. Pricing shall be valid for deliveries of 1000 gallons or more per shipment. Tractor Trailer access to the pump station is not possible, therefore suppliers must be able to deliver product via smaller, non-articulated straight trucks.

BIOXIDE® or equal deliveries shall be made as required to the following locations:

1. Pump Station 13
23 Mink Run Court
North Brunswick Township, NJ 08902

All vendors should visit the above sites prior to the bid to assure that access is compatible with their mode of delivery.

The BIOXIDE®, or equal solution will be used for odor and corrosion control. The Contractor shall supply all field personnel and testing equipment needed during initial optimization of the systems. Testing to be performed shall include the following:

1. Dissolved sulfide (grab samples)
2. Atmospheric H₂S (continuous monitoring with Odalog)
3. Wastewater Temperature (grab samples)
4. Wastewater pH
5. Oxidation Reduction Potential (grab samples)

Each system shall be optimized to achieve the treatment goals established by The Township. The current treatment goals are as follows:

Location	Treatment Goal Average Vapor H ₂ S Concentration (ppm)
PS 13 Outfall Manhole	<30 ppm

After the initial optimization, The Contractor shall be required to provide routine monitoring, follow up visits on a routine basis, and provide emergency response. The technician shall respond to all emergencies within 24 hours of notification.

The Supplier shall monitor the control point (Outfall Manhole) continuously via Vaporlink atmospheric H₂S monitor while the Bioxide system is in operation at Pump Station 13.

The Vaporlink shall be capable of calling in hourly and when an alarm condition exists. Additionally the Vaporlink shall be capable alerting the select personnel when an alarm condition exists. Alarm set points shall be able to be adjusted remotely. The Vaporlink atmosphere monitors shall be routinely rotated with freshly calibrated units. The Collected atmospheric hydrogen sulfide data shall be able to be remotely viewed. Remote H₂S data shall be updated on the Suppliers website daily. The supplier shall be capable of making remote feed adjustments based on remote H₂S data. Chemical storage tank level, hydrogen sulfide data, and feed adjustments shall be able to be viewed or adjusted on a single website. Liquid sampling shall also be performed during Vaporlink rotations to determine dissolved H₂S levels, wastewater temperature, flow, pH, and chemical residuals. The data collected shall include the following:

- Dissolved Hydrogen Sulfide
- Atmospheric Hydrogen Sulfide (monitors with data logging and daily web display capabilities)
- pH
- Wastewater Temperature
- Chemical Residual
- ORP (mV)

In addition, the contractor shall also inspect each feed system and provide routine maintenance to assure that the systems are in good working order. The replacement and or repair of any items associated with the feed systems shall be the responsibility of the Contractor at no additional cost to The Township. A report summarizing all data and feed rate adjustments shall be provided to The Township on a bi-monthly basis. Should the need arise, Liquid Phase and Vapor Phase H₂S monitoring shall be conducted at any point within the Township's service area at their request and at no additional cost to the Authority.

The Contractor shall provide all storage tanks, all dosing equipment, as well as all piping and appurtenances for all dosing sites.

The Authority wishes to use the following feed system at Pump Station 13:

The supplier shall provide a VersaDose or equivalent feed system for this site that has the following capabilities:

Accept and store a 7-day (168 setpoints) dosing profile

Adjust Flow Pacing Based on Outlet Forcemain in Operation

Adjust the dosing curve for temperature

Fire a temperature out of range alarm

Adjust the curve for each day with one factor

Adjust all curves for the week with one factor

Store 7 days worth of adjusted dose rates

Accept a storage tank level signal

Store 7 days worth of tank volumes

Fully configure the tank properties

Set high, low and critical low level alarms

Calculate days worth of inventory in the tank

Fire a tank drop vs. dose rate alarm

Use fixed speed or variable speed bellows pumps or diaphragm pumps

Display 7 days worth of dose rates and tank levels

Scale adjustment on the graph views

Two pumps are independently controlled

Any combination of hand-off-auto can be used on both pumps simultaneously

Utilize password access for setting changes

Display operator logs and system alarms

Every screen equipped with a corresponding help screen

Advanced error trapping functions

Quick system summary display

Raw signal input screen for troubleshooting

Raw vs. adjusted daily feed rates display

System clock accounts for daylight savings time

All data downloadable into MS Excel

All alarms tied to contacts for exporting into another system

Full data retention on power loss

All data shall be viewable on a remotely accessed website

Website shall be able to be viewed and manipulated via mobile device

The VersaDose system shall be able to utilize a temperature probe to automatically adjust the

feed rate depending on the sewage temperature. The dosing controller shall be able to accept and generate dosing profiles.

The VersaDose system shall be capable of remote communication via a cellular modem. Remote communications shall allow the supplier and the Township to view system status, tank levels, and allow for feed rate adjustments/shut down remotely via the internet. System shall also be capable of transmitting alarms over the cellular modem to assigned email addresses or cellular phones.

Components of the VersaDose Dosing Control System shall include:

- 1- 4100 Gallon HDXLPE Storage Tank, Minimum 1.65 S.G.
 - 2- Stainless Steel VersaDose Control Box containing the following:
 - 1 - Digital Display Screen
 - 2 - HAND/OFF/AUTO Switches with LED Indicator Lights
 - 1 - OFF/ON Accessory switch with LED Indicator Light
 - 1 - Set of Contacts with isolator to accept RTD Temperature device
 - 1 - Set of Contracts with isolator to accept Tank Level device
 - 1 - Pressure transducer for tank level indication
 - 1 - 24 VDC Power Supply
 - 2 - Chemical Feed Pumps
-
- 1- Stainless Steel Calibration Stand to Include:
 - 1-2,000 ml calibration tube
 - *-pump suction and discharge tubing
 - 1-Main power disconnect

The supplier shall be capable of providing complete storage and feed systems for the odor control chemicals if required to do so on any new applications. These systems shall include storage tanks, feed pumps, control panels, and all associated piping and appurtenances. The supplier shall be an Underwriters Laboratories listed manufacturer of enclosed industrial control panels. There shall be no additional charges for the tanks, feed pumps, control panels and services that may be needed for new feed sites. All costs shall be included in the per gallon price of the chemicals.

The Supplier shall employ trained technicians to perform system optimization and maintenance services for all locations. The Contractor's representatives/technicians shall have a minimum of two years of experience in handling chemicals, testing water/wastewater and using chemical dosing equipment as it applies to hydrogen sulfide control in wastewater systems. At least one technical representative shall reside within 2 hours of The Township. Response time for any emergencies will be 24 hours or less. The supplier must provide a list of Technicians with the bid documents (minimum of three) that will be performing work for The Township and detailed information on their location. Technicians must be direct employees of the bidder. No Subcontractors will be allowed.

The supplier shall have at least two distribution Centers from which each product can be shipped. The addresses of these facilities must be provided with the bid for each product.

Bidder shall include all required information with their bid. Failure to provide this information may cause your bid to be considered nonresponsive. Information required shall include but not be limited to:

1. Safety Data Sheets (SDS) for the products, showing the CAS numbers of the materials.

2. Product specification sheets for product to be provided that shows compliance with all aspects of this specification.
3. Contractor Data Sheet – The bidder shall be one recognized and established in the field of wastewater odor control. The bidder must provide a list of 10 references currently using the bidder’s specified products for control of hydrogen sulfide and other compounds. These references shall be for systems similar in size and scope to The Township. The list shall contain telephone numbers and contact names. At least three of these references must have been using the bidding supplier’s liquid phase and vapor phase technologies for 5 or more years. Failure to provide this list will result in rejection of the bid. A sample report from at least three of these references shall be included with the bid.
4. Technical documentation detailing the processes by Bioxide (or equal) controls hydrogen sulfide. This documentation shall clearly show the stoichiometry of the chemical reactions and describe a minimum of three case studies.
 5. Technician Reference List with references
 6. Proof of U.L. Certification
 7. Screenshots of Website for Chem Feed System and H2S Data Viewing

TECHNICAL AND SAFETY REQUIREMENTS

BIOXIDE® OR EQUAL (CAS # 15245-12-2):

1. The material supplied shall contain a minimum nitrate oxygen content of 3.5 pounds nitrate oxygen per gallon. Products containing less than 3.5 pounds of nitrate oxygen per gallon will not be accepted.
2. The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/L.
3. The material shall be free of any objectionable odor producing compounds.
4. The pH of the material shall not be less than 5.0 nor greater than 9.0
5. The crystallization point of the product shall be less than -20 degrees F.
6. The material shall contain no hazardous substances as defined by both the Federal and State CERCLA lists.
7. The material shall be exempt from DOT placarding requirements.
8. The supplier shall be responsible for the safe delivery of the material into the storage tanks. The supplier shall be responsible for any damage to the storage tanks and feed systems that are directly attributable to product quality or improper delivery practices. The supplier shall provide prompt clean-up of any spills made during delivery.
9. The Contractor shall be responsible for labeling all storage tanks in accordance with the new GHS requirements. The Contractor shall indemnify and hold harmless The Township and its officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the Contractor’s material.

ITEM 2 – Carbon Media & Adsorbers Assemblies

MIDAS® OCM or equal (CAS # 7440-44-0)
VC48C / VC36C or equal

The Contractor shall furnish all labor, materials, equipment and incidentals required to install, maintain, and operate odor control systems for the control of atmospheric H2S and other noxious odors as specified herein. The Contractor will be responsible for all aspects of the installation including core boring of the wet-wells, provision and supporting of duct-work and provision of electrical supply etc. The odor control systems for the MCUA Meter Chamber shall be single stage activated carbon adsorber systems consisting of adsorber vessels, centrifugal fan,

activated carbon, interconnecting ductwork and other appurtenances for a complete operating system. Contractor shall maintain ownership of all the systems and shall provide all personnel, parts, maintenance and additional media required for the ongoing operation of the system.

Carbon adsorber units shall be deployed at the following locations within The Township:

1. PS 13 Outfall – MCUA Meter Chamber
125 Manor Crescent
New Brunswick, NJ 08901

The entire systems for the MCUA Meter Chamber shall be a packaged system consisting of the following major components:

- Pad Mounted System
- Variable Speed Air Exhaust Fan with Sound Attenuation Enclosure
- Inverter Duty Motor
- Adsorber Vessel
- Activated Carbon Media
- Control Panel with VFD
- Interconnecting Ducting

The Township is aware that MIDAS[®] OCM is a trademark of Evoqua Water Technologies. Thus, all bidders bidding MIDAS shall include the cost of any licensing fees that may be required in their bid price. This license shall be submitted on the letterhead of the company that owns any pertinent patents and the letter must be signed by an officer of that company.

The malodorous air shall enter the carbon adsorbers and shall flow through a densely packed bed of activated carbon. The activated carbon shall remove hydrogen sulfide and other odor causing constituents. The contractor shall supply all field personnel and testing equipment needed during initial optimization of the systems. Testing to be performed shall include the following:

- Inlet hydrogen sulfide concentration
- Inlet airflow
- Outlet hydrogen sulfide concentration

After initial optimization, the Contractor shall inspect the carbon adsorber system and provide routine maintenance to assure that the systems are in good working order. The replacement and/or repair of any items associated with the feed systems shall be the responsibility of The Contractor at no additional cost to The Township. A report summarizing all data shall be provided to The City on a bi-monthly basis.

The price of the product as well as the carbon adsorber unit itself shall be a monthly rental price that will include the cost for all media, equipment, service, and media changes when required.

DESIGN AND PERFORMANCE CRITERIA

The MCUA Meter Chamber odor control systems shall be designed for the following operating conditions and shall meet the following performance criteria when put in service with fresh carbon media:

Air Flow Rate, cfm	500
Average Inlet H ₂ S Conc., ppm	20 - 30
Peak Inlet H ₂ S Conc., ppm	<100

Maximum Outlet H ₂ S Conc., ppm	0.1
Minimum Removal Efficiency, %	99.0

CARBON ADSORBER VESSEL

MATERIAL OF CONSTRUCTION:

The carbon adsorber vessel shall be made of vinyl ester fiberglass-reinforced plastic (FRP).

Fittings: The vessels shall be fitted with the following fittings:

Description	Size (in.)	Type	Qty.
Gas Inlet	6	Flanged	1
Gas Outlet	6	Flanged	1
Drain	1	NPT	1
Pressure Taps	1/4	NPT	2

CARBON ADSORBER VESSEL ACCESSORIES

The carbon adsorber vessel shall include the following accessories:

Carbon Support Grating and Screen - Each adsorber vessel shall be furnished to accommodate a single bed of activated carbon. The carbon bed shall be supported on a polypropylene screen through an FRP support grating system. The support system shall consist of removable grating. Pall rings or other dumped packing media as a means of carbon support will not be acceptable. The support system shall be designed to withstand a load of at least 150 lbs/ft² with a minimum deflection of 1/4" under all conditions.

Removable Top - The vessels shall have a completely removable top or removable manway.

Air Flow - Due to close proximity to residents at some of the locations, airflow shall be controlled through a VFD to minimize noise. Contractor is solely responsible for noise abatement if residential complaints are reported.

CARBON MEDIA (for Sewage Odors)

Carbon media shall be layered in the adsorber vessels with the first layer being MIDAS OCM for the adsorption of hydrogen sulfide, and the second layer being coconut shell VOCarb 36C, or equal

MIDAS® OCM or equal
 VOCarb 36C or equal

It shall be the responsibility of the contractor to choose the correct type of media for each individual application. However, a layered approach utilizing MIDAS OCM or equal, a pelletized, coal-based media, with a high capacity for hydrogen sulfide adsorption; along with VOCarb 36C for VOC adsorption is strongly recommended for these applications due to close proximity to homes.

The high capacity carbon media shall be of a type that provides hydrogen sulfide odor control without causing an acute acidic environment. When spent, the carbon bed shall not demonstrate a

pH < 3. High capacity carbon media shall be designed for odor control applications and shall meet the following:

MIDAS OCM Carbon Media Method	Requirement	Test
Hydrogen sulfide breakthrough capacity, g H ₂ S/cc carbon, minimum	0.2 - 0.3	ASTM D6646
VOCarb 36C Carbon Media		
Hydrogen sulfide breakthrough capacity, D6646 g H ₂ S/cc carbon, minimum	up to 0.09	ASTM

CONTROL PANEL

1. The odor control system shall be provided with 3-phase, 208-volt source of power.
2. The control panel shall be NEMA 3R manufactured from FRP or stainless steel.
3. The panel shall include the following functions:
 - a. Fan variable speed drive, Siemens Micromaster series.
 - b. Power disconnect.
 - c. Fan run and fan fail alarms and indicating lamps.

INTERCONNECTING DUCTWORK AND DAMPER

The odor control system manufacturer shall provide all necessary ductwork from the meter chamber to the vessel and between the fan and the adsorber vessel.

HARDWARE AND GASKETS

All hardware shall be 316 stainless steel. Gaskets shall be a minimum of 1/8" thick, full face, EPDM or neoprene suitable for the intended service.

Bidder shall include all required information with their bid. Failure to provide this information may cause your bid to be considered nonresponsive. Information required shall include but not be limited to:

1. Material Safety Data Sheets for the products, showing the CAS numbers of the materials.
2. Product specification sheets for product to be provided that shows compliance with all aspects of this specification.
3. Contractor Data Sheet – The bidder shall be one recognized and established in the field of wastewater odor control. The bidder must provide a list of 10 references currently using the bidder's specified products for control of hydrogen sulfide and other compounds. These references shall be for systems similar in size and scope to The Township. The list shall contain telephone numbers and contact names. At least three of these references must have been using the bidding supplier's liquid phase and vapor phase technologies for 3 or more years. Failure to provide this list will result in rejection of the bid. A sample report from at least three of these references shall be included with the bid.
 4. Technician Reference List with references
 5. Proof of U.L. Certification

Contract Extension

Any contract for services, the statutory length of which is for three years or less, may be extended for no more than one two year or two one year extensions, but in no event for more than a total of five consecutive years. Any such extension can only be by resolution of the Township Council upon finding by the council that the services already provided have been performed in an effective and efficient manner. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

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).

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: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

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:

(Corporate Seal if a Corporation)

(Affiant)

(Print name of affiant and title if applicable)

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 ____ 19____.

Notary Public

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 for a contract period of **two (2) years** from date of award, with an optional (1) two year extension or (2) 1 year extensions at the request of South Brunswick Township.

Bioxide

YEAR 1

- Price Per Gallon of Solution: _____
- Pound of Nitrate-Oxygen Per Gallon Of Solution _____
- License/Royalty Fee included in Bid Price: Yes ____ No ____

YEAR 2

- Price Per Gallon of Solution: _____
- Pound of Nitrate-Oxygen Per Gallon Of Solution _____
- License/Royalty Fee included in Bid Price: Yes ____ No ____

Any questions, please call Scott Cevera at 732-329-4000 extension 7264

Accompanying this proposal is a certified check in the amount of \$ _____ N/A _____, or a bid bond in the amount of \$ _____ N/A _____, payable to the Township of South Brunswick which has 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 three companies with whom your company has had business with in the past year and submit with bid proposal.

REFERENCES

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____

Name: _____

Contact Name: _____

Address: _____

Phone Number: () _____